AFL-CIO

California School Employees Association



ARTICLES OF AGREEMENT

July 1, 2026 - June 30, 2029

Classified Units
Stanislaus County Office of Education

CSEA Stanislaus County Chapter No. 668



AFL-CIO

Your Negotiation & Committee Members
2026-2027 CSEA Agreement

Negotiation Team

Joy Bills
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Teresea Stone
Dianne Warner
Desiree Ransom

Committee Members

Joy Bills
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CSEA Labor Relations

Debra Ladwig

Signatures

Representatives of the Stanislaus County Office of Education ("SCOE") and the California School Employees Association and its Stanislaus COE Chapter #668, having reached this agreement on March 30th, 2023, hereby confirm ratification by CSEA Chapter #668 on May 2, 2023, and approval by the Stanislaus County Superintendent of Schools on March 30, 2023.

Scott Kuykendall
Stanislaus County Superintendent of School

Terri Stone
President, Stanislaus COE Chapter #668

Joseph Espinoza
CSEA Labor Relations Representative

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PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement hereinafter referred to as the "Agreement" by and between the Stanislaus County Superintendent of Schools, hereinafter referred to as "SCSS," and the California School Employees Association and its Stanislaus County Chapter # 668, hereinafter referred to as "CSEA." This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

ARTICLE I

RECOGNITION

1.1 RECOGNITION: The SCSS recognizes the CSEA as the exclusive representative for the following bargaining units:

1.1.1 For all classified employees designated Operations/Support Services. Specific positions shall be described in Appendix A attached to this Agreement.

1.1.2 For all classified positions, employees designated Office Technical/Business Services. Specific positions shall be described in Appendix A attached to this Agreement.

1.1.3 For all classified employees designated Para Educators. Specific positions shall be described in Appendix A attached to this Agreement.

1.1.4 Excluded from the bargaining unit are certificated employees, management employees, confidential employees, substitute employees, and short-term employees. The determination of Management, Confidential, or Supervisory employees shall be made by mutual agreement between SCSS and CSEA.

1.1.5 Substitute Employee: A substitute employee is not part of the classified service and is not included in the CSEA bargaining unit. A "substitute employee" means any person employed to replace any classified employee who is temporarily absent from duty. Substitute employment may continue for as long as the absent classified employee is on leave. Additionally, the County Office may fill a vacancy with a substitute employee for up to 90 calendar days, for positions that are specialized such as: Braille Transcriber, Registered Nurse, Sign Language Interpreter/Tutor, etc. or for positions that are or will be affected by layoffs or for other positions which CSEA agrees will be extended to 90 calendar days on a case by case basis. Except in the above referenced instances, the County Office will fill the vacancy by a substitute employee for up to 60 calendar days.

1.1.6 Short-term Employee: Short-term employees shall not be part of the classified service and shall not be included in the CSEA bargaining unit. A "short-term employee" means any person who is employed to perform a service for the County Office, upon the completion of which, the service

required or similar service will not be extended or needed on a continuing basis. Before employing a short-term employee, SCSS shall specify the service required to be performed by the employee and shall certify the ending date of the service.

The ending date of a short-term employee may be shortened or extended by the SCSS, but the employee shall not be employed as such for more than 195 working days including holidays, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day.

ARTICLE II

MANAGEMENT RIGHTS

2.1 MANAGEMENT RIGHTS: It is understood and agreed that the SCSS retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means, and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues; and contract out work consistent with the terms of Article 12.1 of this Agreement. In addition, the SCSS retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the SCSS, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights of any employee or the CSEA as such rights are embodied in law.

ARTICLE III

ORGANIZATIONAL RIGHTS

3.1 FACILITIES: The CSEA shall have the right to use SCSS facilities without cost when not otherwise in use, provided the site supervisor has been notified reasonably in advance of the date requested. CSEA shall not be billed for cleanup unless special custodial care is required.

3.2 BULLETIN BOARDS: The CSEA shall have the right to post official CSEA business notices on a CSEA bulletin board. Space for a bulletin board shall be provided, in areas frequented by bargaining unit employees, at all SCOE operated facilities except facilities on school district properties. In addition to the above-referenced bulletin boards, CSEA may maintain a designated CSEA Binder at each SCOE worksite which shall be maintained by a CSEA selected employee. In addition, CSEA unit members shall be provided SCOE email addresses which can be utilized to access material for the CSEA Binder.

3.3 MAIL SERVICE: The CSEA may use SCSS email and mail service to transmit official CSEA business. Mailings and electronic mail shall be sent to named employees or to a designated representative for distribution. The President or designee will have access to a CSEA Unit Member email list on SCOE's web site. Electronic mail will contain the official CSEA logo, be sent after business hours, and will contain a disclaimer that advises bargaining unit members to not reply or forward the email to other bargaining unit members during duty hours.

3.4 MATERIAL SHALL BE NONPOLITICAL: Material posted on bulletin boards or transmitted through the SCSS mail or electronic mail service shall be nonpolitical, shall not be in violation of law, and shall be signed by a CSEA official or shall contain the CSEA logo. A copy of all mailed, emailed or posted material shall be transmitted to a designated SCSS official at the time of posting or transmittal.

3.5 RIGHT OF ACCESS: CSEA will provide five (5) working days prior notice in writing when scheduling annual site visits specifying name(s) of unit members to be released, days and hours of visits and locations. Days and Hours of site visits may change due to unforeseen circumstance, the CSEA Chapter president will notify the Director of Human Resources, as soon as possible, of any change in schedule made due to unforeseen circumstances.

Authorized representatives of the CSEA may transact official business of the Association on SCSS property during nonduty hours. CSEA staff may operate on

SCSS property at reasonable times during duty hours in a manner that doesn't cause a significant loss of employee production. The site administrator shall be notified reasonably in advance by the authorized representative.

3.6 NOTIFICATION OF JOB STEWARDS: The SCSS shall be notified within three (3) working days of the names of all Job Stewards designated by the CSEA.

3.7 JOB STEWARDS: Job Stewards may represent CSEA in administering this Agreement during nonduty hours. Job Stewards, may assist a bargaining unit member to process a grievance, or when SCSS is proposing disciplinary action, as defined by Article 13, against the unit member and the unit member requests assistance from the Association. The Job Stewards shall be provided release time limited to a maximum of three (3) hours per grievance or disciplinary action, in addition to time required for hearings or meetings with SCSS officials. This time limitation may be extended upon mutual agreement.

3.8 NEGOTIATING REPRESENTATIVES: The CSEA may designate up to five (5) bargaining unit members, who shall be given reasonable released time, for meeting and negotiating with the SCSS. The SCSS reserves the right to require that alternate meet-and-negotiate sessions be scheduled during nonduty hours.

3.9 ACCESS TO DOCUMENTS: The SCSS shall provide the CSEA with a single copy, at no charge, of the following materials:

3.9.1 Form 1 report.

3.9.2 A roster of bargaining unit employees on a quarterly basis. The roster shall include name, duty station, date of hire, Employee I.D. number, and current address.

3.9.3 Printed material upon request.

3.9.4 Any material that is available to the public which is not printed (must be copied) shall be provided upon request at the actual cost of reproduction.

ARTICLE IV

ORGANIZATIONAL SECURITY

4.1 DUES CHECKOFF: CSEA shall have the sole and exclusive right to have membership dues, deducted for employees in the bargaining unit by the SCSS. Any employee who wishes to pay dues, see Appendix H, and/or victory club through a payroll deduction shall sign the membership form and send to CSEA.

4.2 AB 119; New Employee Orientation.

1. COUNTY OFFICE NOTICE TO CSEA OF NEW HIRES
    a. The County Office shall provide CSBA notice of any New Employee Orientation (10) days prior to the meeting, via an electronic mail. During the New Employee Orientation, the new employee's full legal name, date of hire, classification, and site will be provided.

2. EMPLOYEE INFORMATION
    a. "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time; part time hired by the County Office into a position represented by CSEA, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the County Office and whose current position has placed them in the bargaining unit represented by CSBA. For those latter employees, and for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSBA unit.
    b. The County Office shall make no statements encouraging opt-outs. The County Office is under no current legal obligation to notify employees of their opt-out right, and will not provide such notice unless and until legally obliged to do so The County Office shall provide CSEA with contact information on the new hires to the extent it is possessed by SCOE and the employee has not objected to the release of information to CSBA pursuant to Government Code section 6254.3. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information, shall include the following items, with each field in its own column:
        i. First Name;

ii. Middle initial;
iii. Last Name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Work Extension;
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. Zip Code (5 or 9 digits);
xiv. Home telephone number (10 digits);
xv. Personal cellular telephone number (10 digits);
xvi. Personal email address of the employee;
xvii. Birth date;
xviii. Employee ID;
xix. CalPERS status ("Y" if in CalPERS, "N" if not in CalPERS);
xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the County Office.

In the event a New Employee Orientation is cancelled, CSEA will be notified via e-mail.

c. Periodic Update of Contact Information: The County Office shall make no statements encouraging opt-out. The County Office is under no current legal obligation to notify employees of their opt-out right, and will not provide such notice unless and until legally obliged to do so The County Office shall provide CSEA with a list of all bargaining unit member names and contact information to the extent it is possessed by SCOE and the employee has not objected to the release of information to CSEA pursuant to Government Code Section 6254.3 on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact

information shall also include the following information, with each field listed in its own column:

i. First Name;
ii. Middle initial;
iii. Last Name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Work Extension;
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. Zip Code (5 or 9 digits);
xiv. Home telephone number (10 digits);
xv. Personal cellular telephone number (10 digits);
xvi. Personal email address of the employee;
xvii. Birth date;
xviii. Employee ID;
xix. CalPERS status ("Y" if in CalPERS, "N" if not in CalPERS);
xx. Hire date.

3. NEW EMPLOYEE ORIENTATION

a. "New Employee Orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b. The County Office shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the County Office's operations that was not reasonably foreseeable.

i. In the event the County Office conducts a group orientation, CSBA shall have 30 minutes of paid release time for one (1) CSEA representatives including cha Chapter President or designee to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

ii. In the event the County Office conduct one-on-one or small group orientations with new employees, CSBA shall have 20 minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

c. The County office shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of County Office materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the County Office for distribution.

d. The orientation session shall be held on County Office property during the workday of the employee(s), who shall be on paid time. In the event a new employee attends their New Employee Orientation prior to their start date, they will not receive compensation for their time.

4.3 HOLD HARMLESS: CSEA shall indemnify and save the SCSS harmless from any and all claims, demands, legal suits, or any other action arising from this Article.

4.4 RELIGIOUS OBJECTION: If an employee belongs to a recognized religious sect which historically does not permit its members to pay a representational service fee to any employee organization, an amount equal to the representational service fee which would have been paid shall be deducted monthly from the employee's paycheck and deposited in a fund jointly established by the CSEA and the SCSS. This fund shall be of a nonsectarian type and be for the benefit of children and youth.

4.5 When SCOE holds orientation meeting for new employees, CSEA shall be provided written notice of the meeting and a list of the classified employees

attending and opportunity to address the classified employees following the orientation meeting. SCOE will attempt to reserve the room where the orientation meeting begins, and if this is not possible, will arrange for another area for the meeting.

ARTICLE V

CONSULTING

5.1 CONSULTING: The CSEA and the SCSS, through the Personnel Administrator, shall meet periodically to review the administration of this Agreement and to consult on issues of interest to either party. No fewer than three (3) meetings per year shall be scheduled.

5.2 ADDITIONAL CONSULTING: Additional consulting meetings shall be held upon request of either party. Such a consulting meeting shall be scheduled by mutual agreement of the parties, but in no case shall the meeting be delayed more than fourteen (14) calendar days if either party wishes an early meeting.

ARTICLE VI

PERSONNEL FILES

6.1 PERSONNEL FILES: Employees shall be provided and given an opportunity to review copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall then have an opportunity to have his/her own comments attached before the filing of such material in the personnel file takes place. SCSS will maintain a log for each employee indicating the date and identity of anyone who reviews an employee's personnel file.

6.2 ACCESS TO PERSONNEL FILE: A bargaining unit employee may request to inspect and/or receive a copy of his/her personnel file and have a CSEA representative present. An employee may authorize a CSEA staff person or any CSEA representative to inspect and/or receive a copy of his/her personnel file by completing the form attached as Appendix I.

6.2.1 Access to personnel files shall be limited to authorized employees as designated by the Superintendent or the Assistant Superintendent for Human Resources or County Office legal counsel or as authorized by this Agreement.

6.2.2 Any derogatory material in the employee's personnel file which is more than three (3) years old (from date of placement in file) may, upon request of the employee, be sealed and dated. No one may have access to sealed material, except that the Superintendent or designee may access the sealed material in response to a court order.

ARTICLE VII

EVALUATION

7.1 EVALUATION BY IMMEDIATE SUPERVISOR: The chief responsibility for formal employee evaluation shall be that of the immediate supervisor or designee at each job site; however, the responsibility shall be shared with the Superintendent and/or a designated administrator. Unit members shall be informed of their immediate supervisor or designee in writing by September 1 of each year.

7.2 FREQUENCY OF EVALUATION: Permanent employees shall be subject to evaluation on a periodic basis, but not less than once every other year. Probationary employees shall be evaluated by the end of the employee's third month and before the end of the sixth month or 130 days of service, whichever is longer. Completion of these evaluations is not a prerequisite for releasing the employee during the probationary period.

7.3 KEPT IN PERSONNEL FILE: Evaluation materials shall be kept in the employee's personnel file at the SCSS central administration office.

7.4 DIRECT OBSERVATION: An evaluation shall not be completed unless there has been at least one direct observation by the immediate supervisor or designee. The evaluation shall not be based on statements or events that can not be investigated.

7.5 CONFERENCE: No evaluation of an employee shall be placed in an employee's personnel file until there has been a private conference that cannot be overheard by other employees between the employee and the primary evaluator. The employee shall be notified of this conference 2 business days before it occurs.

7.6 CORRECTING DEFICIENCIES: If there are any deficiencies noted by the evaluation, or if the employee is presented with a "Plan to Correct Deficiencies" for improvement by his/her supervisor, the employee shall be informed in writing on the evaluation form or with a plan attached of how he/she can be expected to improve performance to an acceptable standard for the position, offered assistance (for example referred to counseling or have regularly scheduled meetings with the supervisor), and given a specific time frame during which to correct deficiencies. The Plan to Correct Deficiencies is not considered disciplinary action. The time frame to correct deficiencies under the initial Plan to Correct Deficiencies shall not exceed sixty (60) working days (excluding extended school year).

If the employee has not corrected the deficiencies by the end of the sixty (60) working day period, the employee shall be subject to discipline in accordance with sections 13.2.2.2 and 13.3. Alternatively, if the employee has corrected the deficiencies for the time of the Plan to Correct Deficiencies, but the supervisor believes in good faith that the employee still requires additional assistance to maintain satisfactory performance, the employee may be placed on a subsequent Plan to Correct Deficiencies which will not exceed sixty (60) working days in length. If the employee has corrected the deficiencies noted in the Plan to Correct Deficiencies, a note to this effect will be placed in the employee's personnel file.

7.7 GRIEVANCE PROCEDURE: Only evaluation procedures shall be subject to the grievance procedure. Evaluation judgment shall not be subject to the grievance procedure.

7.8 REVIEW TO PERSONNEL ADMINISTRATOR: If an employee alleges that an evaluation was based on false or inaccurate information, the employee may request that the Administrator of Personnel Services review the allegation. The Administrator of Personnel shall review the allegation and, if necessary, conduct an investigation. The result of the review and investigation shall be forwarded to the evaluator, who shall be given an opportunity to modify the original evaluation or reaffirm the original evaluation. At the request of the employee, the review and investigative report shall be attached to the evaluation.

ARTICLE VIII

VACANCIES, TRANSFERS AND PROMOTIONS

8.1 DEFINITIONS

8.1.1 Definition of Class - A class is a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

8.1.2 Definition of Classification – "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

8.1.3 Definition of Transfer - A transfer is the movement of an employee from one work site to another work site within the same class.

8.1.4 Definition of Voluntary Employee Transfer - A voluntary employee transfer is a transfer initiated by the unit member.

8.1.5 Definition of Involuntary Transfer - An involuntary transfer is defined as the employer-initiated movement of an employee from one work site to another work site or one shift to another shift within the same classification and same salary range designation without the employee's consent.

8.1.6 Definition of Promotion - Promotion is defined as the movement of an employee from one classification to another classification with a higher salary range designation. An employee who is promoted to a higher class shall serve a probationary period in the new classification. Pursuant to Ed Code 45113, the probationary period for the classified employees shall not exceed six months or 130 days of paid service, whichever is longer.

Any permanent unit member who is promoted to a new classification and fails to successfully complete their probationary period, shall return to their former classification. Any probationary unit member who is promoted to a new classification and fails to successfully complete their probationary period, shall return to their former classification in probationary status and receive credit for time previously served in this classification towards permanent status.

8.1.7 Definition of Demotion - A demotion shall be defined to mean the reassignment, voluntary or otherwise, to a position which is of a lower salary range. In the case of a demotion, the employee shall receive the salary of the lower range but be placed on the same step held by the employee in the former position.

8.1.8 Definition of Medical Transfer - A medical transfer is a transfer made by the employer in order to make a reasonable accommodation for an employee who is unable to perform his/her regular job class duties due to a medical condition or a disability. An employee who is unable to perform the essential duties of the job may voluntarily agree to a demotion in order to continue working.

8.1.9 Definition of Reassignment – Reassignment is defined as the movement of an employee at the same site within the same job classification or the movement of a Para Educator within the same program. A movement from one task assignment, student or classroom to another within the same classification at the same site or the movement of a Para Educator within the same program shall not be considered a transfer and may be made by administrative assignment. The site administrator or supervisor may reassign employees in the same classification at the site or a Para Educator within the same program based on student needs, program needs or employee request. After reassignments are made at the site, any remaining vacancy shall be posted.

8.1.10 Definition of Interclassification Change – Interclassification change is defined as the movement of an employee from one classification to another classification with an equal salary range but in a different job family. An employee who applies for and is granted an interclassification change shall serve a six (6) calendar month probationary period in the new classification. If the employee does not successfully complete the

probationary period in the new classification, the employer shall return the employee to the classification in which the employee served before the interclassification change.

8.2 NOTICE OF VACANCIES

8.2.1 SCSS may staff a vacant position with a substitute employee pursuant to Article 1.1.5 for a period of up to ninety (90) calendar days while engaged in the process of filling the vacancy. The employer may decide not to fill a vacancy. The SCSS shall notify CSEA in writing within 20 working days after a decision has been reached not to fill a vacancy.

8.2.2 SCOE will follow the provisions of Article 11.9 ("Reemployment Rights")

8.2.3 All vacancies in all departments to be filled shall be posted by the employer for five (5) working days by posting on ED JOIN. Vacancy announcements shall be sent to designated CSEA representatives as well as posted on bulletin boards located at all SCOE operated facilities.

8.2.4 The EdJoin posting shall include: the job title, the assigned job site, the number of hours per day, days per week and months per year, the salary range, the deadline for filing to fill the vacancy, and the date of the posting. The posting shall also include a brief description of the duties of the position and the minimum qualifications required.

8.3 SCREENING SELECTION PROCESS

When the employer decides to fill a vacancy, and post the vacancy, the following procedure shall be followed in filling the job vacancy:

8.3.1 All applications for transfer or promotion shall complete the internal on-line application on EdJoin.

8.3.2 The employer may advertise the vacancy inside and outside at the same time; however, current bargaining unit members shall be given priority consideration while holding joint interviews.

8.3.3 All applications will be reviewed by the employer to determine if the applicants meet the qualifications based on the job descriptions. This screening may include a review of test results, where applicable, references and verification of minimum qualifications.

8.4 PRIORITY ORDER FOR FILLING VACANCIES

8.4.1 After following the provisions of Article 11.9, the employer will consider applicants for vacant positions in the following order:

8.4.1.1 Involuntary transfers or demotions.

8.4.1.2 Reassignment (interview) requests by employee or administrator.

8.4.1.3 Transfers from within the same classification.

8.4.1.4 Applications for an inter-classification change, promotion, or permanent or probationary bargaining unit members who are eligible to apply will be given priority consideration over outside applicants.

8.4.1.5 Applications from the layoff rehire list (see Article 11.11) who possess the minimum qualifications for the classification will be hired over outside applicants.

8.4.1.6 The employer retains the right to determine the qualifications of candidates. A hiring manager will assign a unit member in the appropriate classification to the interview team. A second interview may be necessary before making the final determination/recommendation. If a unit member in the appropriate classification is unavailable, the hiring manager may assign a unit member who is not in the appropriate classification.

8.4.1.7 Internal applicants for vacant positions who are denied the position shall, upon request, receive an explanation in writing within fifteen (15) days of the request as to why the applicant wasn't selected.

8.4.1.8 Applications received after the posted deadline will not be considered.

8.5 TRANSFERS

8.5.1 Transfers shall not change the employee's salary rate, anniversary date, accumulated illness leave, or accumulated vacation credit.

8.5.2 In making transfer assignments, employee efficiency and harmonious relations with co-workers shall be considered as guidelines for the assignment of employees within their classification.

8.5.3 When the vacant position means an increase in hours for an applicant within the same job classification, the most senior transfer applicant shall be given first consideration.

8.5.4 If more than one employee applies to be transferred to a particular vacancy, they shall all be interviewed. The employee with the greater seniority in the classification shall be given first consideration. If that employee is not recommended, then other applicants will be considered in descending order, by seniority until the vacancy is filled.

8.6 PROMOTIONS

8.6.1 In considering employees in other classifications for the vacancy, the employer shall consider satisfactory evaluations, job requirements, skills, experience, and ability. Seniority shall be considered when two or more relatively equally qualified employees request a promotion.

8.6.2 Selection of an employee for a vacancy may be affected by conditions such as the obligation to recall employees on a layoff list, Title 9 regulations, and affirmative action.

8.7 INVOLUNTARY TRANSFERS

8.7.1 An involuntary transfer may be initiated by the employer at any time such transfer is reasonably determined to be in the best interests of the program but shall not be arbitrary or capricious. A unit member affected by such a transfer shall be given notice as soon as administratively practical and a conference will be held among the appropriate management person, the unit member, and a CSEA representative. This conference shall occur prior to the transfer if all parties are available. If the unit member elects not to have a conference, the Association shall be informed in writing of this fact.

8.7.2 Employees involuntarily transferred shall have the right to indicate preferences from any available vacancies in the class or related class.

The unit member's personal preferences shall not be binding upon the employer.

8.7.3 The employee will receive, upon a written request, a written explanation of the reason(s) for an involuntary transfer.

8.7.4 A job vacancy shall not be posted if the position is to be filled through an involuntary transfer.

8.7.5 No instructional employee will be reassigned to another classroom without a notification conference including an explanation as to why the reassignment is being made.

8.7.6 An employee transferred within the same classification shall not have to serve a new probationary period.

8.7.7 The employer agrees to meet and confer with the employee and a CSEA representative before subjecting an employee to an administrative transfer outside the county of the employee's initial employment.

8.8 CROSS TRAINING: When there are opportunities to work for purposes of cross training and professional growth, current, permanent bargaining unit members may request cross training, subject to approval by the immediate supervisor.

8.8.1 Permanent Unit members who have an interest in cross training may notify their supervisor in writing at any time.

8.8.2 When filling substitute/short term employment positions, SCOE will first consider those employees who have been cross trained.

ARTICLE IX

SAFETY

9.1 SAFE ASSIGNMENT: Employees shall be assigned to a safe duty station. Any employee that is required to go off site to conduct SCSS business shall have the right to request another employee's presence when working in the homes of students.

9.2 SAFETY MEETINGS AND DIRECTIVES: Periodic safety meetings shall be held including trainings on chemical usage during paid duty time. Safety directives shall be issued by SCSS, as necessary, to maintain safe working conditions.

9.3 NO DISCRIMINATION: No employees shall be discriminated against as a result of reporting any safety hazard at the work site.

9.4 SAFETY RULES: Employees shall follow safety rules and verbal safety directives. Failure to do so may result in disciplinary action.

9.5 SAFETY EQUIPMENT: If safety equipment or clothing is necessary for an employee to perform his/her work in a safe manner, such will be provided without cost to the employee.

9.5.1 SCOE will offer an annual stipend of two hundred dollars to grounds and maintenance department (excluding clerical staff) bargaining unit members for the purchase of one (1) pair of steel toed work boots annually. Boots must meet the requirements of OSHA standards to be considered protective footwear.

9.5.2 Grounds and maintenance department (excluding clerical staff) bargaining unit members for whom steel toes boots are not an option, based upon medical documentation provided, shall be required to wear an alternative boot based on the OSHA standards.

9.5.3 Grounds and maintenance department (excluding clerical staff) bargaining unit members will receive an annual footwear stipend every year in September.

9.5.4 Footwear stipends shall be included on the September payroll warrants.

9.5.5 Newly hired grounds and maintenance department (excluding clerical staff) bargaining unit members shall receive a pro-rated footwear stipend upon their hiring. Each year thereafter that the employee in a grounds or maintenance department (excluding clerical staff) bargaining unit position shall receive the annual stipend amount.

9.6 CHEMICAL STORAGE AND TRANSPORTATION: The storage and transportation of chemicals will be in compliance with CAL-OSHA standards.

9.7 MEDICAL PROCEDURES: A licensed nurse shall be the only staff person to provide and conduct any necessary medical procedures such as but not limited to: clean intermittent catheterization, injections, suction, gavage feeding and drainage. No other classified employees shall be required or requested to perform any medical procedure(s) on any student.

9.8 DATA PRIVACY: Employees shall safeguard confidential data including student and staff information, i.e. Personally Identifiable Information ("PII")

ARTICLE X

NON-DISCRIMINATION

10.1 NO DISCRIMINATION: The SCSS reaffirms that it shall not unlawfully discriminate against employees on the basis of race, color, creed, age, gender, national origin, marital status, sexual orientation, gender identity or disability as defined by state and federal law. An employee may seek redress of an alleged act of discrimination through the grievance process and procedure included in this Agreement provided the alleged act has not also been filed through a government agency or through a court of law. If an alleged act of discrimination charge is filed with a governmental agency or a court of law, the bargaining unit employee waives all rights to have the alleged act processed as a grievance or, if the grievance procedure is in progress, continued.

10.2 NO DISCRIMINATION ON ACCOUNT OF CSEA ACTIVITY: The SCSS affirms that bargaining unit employees shall not be discriminated against because of CSEA membership or lawful CSEA activities. The SCSS recognizes that the grievance procedure contained in this Agreement may be utilized if a bargaining unit employee alleges an act of discrimination based on CSEA membership or lawful CSEA activities.

ARTICLE XI

TERMINATION AND LAYOFF

11.1 PROBATIONARY PERIOD: Pursuant to Ed Code 45113, the probationary period for classified employees shall not exceed six months or 130 days of paid service, whichever is longer.

11.2 PERMANENT EMPLOYEE: An employee shall be considered permanent in a classification after completion of the probation period and shall be subject to termination for just cause only. Any permanent unit member who is promoted to a new classification and fails to successfully complete their probationary period, shall return to their former classification. Any probationary unit member who is promoted to a new classification and fails to successfully complete their probationary period, shall return to their former classification in probationary status and receive credit for time previously served in this classification towards permanent status.

11.2.1 SCSS shall furnish a copy of the Permanent Status letter of the employee to CSEA.

11.3 LAYOFF: A layoff is defined as a separation from service or a reduction in hours due to a lack of work or lack of funds.

11.3.1 Rehire into different classification or promotion: If an employee is laid off but rehired into a classification in which he/she has not gained permanency before, the employee will be subject to a six month probationary period pursuant to Article 11.2. If the employee does not successfully complete this probationary period, they will be returned to the rehire list.

11.4 LAYOFF NOTICE: An employee may be subject to layoff for lack of work or lack of funds. Reduction in hours shall be viewed as a layoff. An employee subject to layoff shall be provided notice of the impending layoff in writing, no later than March 15. SCOE shall notify CSEA by March 1 of the initial list of classifications to be laid off. When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date informing them of their displacement rights, if any, and reemployment rights pursuant to Education Code 45117. SCOE shall provide CSEA with the most current seniority roster of affected classifications by February 1. A copy of the layoff notice will be provided to the designated CSEA officer.

11.4.1 Return rights to position: If a layoff is implemented but later rescinded prior to the effective reassignment date of the impacted classified employees, the impacted classified employees shall have first right to fill the position at the location from which they were laid off.

11.5 SENIORITY: Any layoff shall be administered within a class. A class shall be defined as the title and number of hours/days/months of a position (Ed. Code, § 45101(a).) The order of layoff shall be based upon the date of hire in that class and higher classes in which the employee has served. The employee with the least seniority shall be laid off first.

11.5.1 When a classification previously held by a bargaining unit member is eliminated after a reclassification, an employee who is reclassified out of the eliminated position or a member who has previously been promoted out of the eliminated position directly into the position into which others are later reclassified, will retain their seniority date in this previously held eliminated position in either their newly reclassified position or the position they were promoted into.

11.6 BUMPING RIGHTS: An employee laid off from his/her present classification may bump the least senior in their classification, or equal (paid at the same range) classifications they were permanent in, or lower classification in which he/she has worked as a regular classified employee provided his/her seniority is greater than the least senior employee in the classification. Classifications that have subsequently increased hours/days/months after the employee served in them shall not preclude bumping rights if the classification was previously held. The employee shall bump the least senior employee within the classification. When an employee bumps into a lower class, he/she shall be paid at the lower class range at either the step the employee was on in the higher class or the step he/she was on when he/she left the lower class, whichever is greater.

11.7 LAYOFF IN LIEU OF BUMPING: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

11.8 EQUAL SENIORITY: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, the determination shall be made by lot.

11.9 REEMPLOYMENT RIGHTS: Laid-off employees are eligible for preferred reemployment in the class from which laid off for a thirty-nine (39) month period

and shall be offered reemployment in reverse order of seniority. A laid-off employee who has accepted a demotion or a reduction in hours/work year in lieu of layoff shall have an additional twenty-four (24) months to be reemployed in the former position or a total of sixty-three (63) months from the date of the original layoff. Laid-off employees have a right to participate in promotional examinations during the reemployment period.

11.9.1 Notice of the opportunity for reemployment shall be made by certified mail or personal service.

11.9.2 The laid-off employee shall accept or reject the opportunity for reemployment no later than the close of business on the fifth day following the date of mailing certificated mail or personal service.

11.9.3 When reemployment is accepted, the employee shall have a maximum of ten (10) working days to report to work.

11.9.4 Time limits may be extended for a reasonable period or the laid-off employee's name may be passed over to a definite point of time upon receipt of verification of illness or an acceptable personal hardship as determined by the Administrator of Personnel Services. Such extensions or passing over shall not be unreasonably withheld.

11.10 RETIREMENT IN LIEU OF LAYOFF: Any employee who was subject to being, or was in fact, laid off and who is qualified for and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The SCSS shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the SCSS shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

11.11 RIGHT TO APPLY FOR VACANCIES: During the 39-month reemployment period, laid-off employees shall be offered vacant bargaining unit positions in classifications from which they were laid off or previously held, in order of seniority, before such positions are filled by internal transfer, promotion, or external hiring.

11.12 SENIORITY ROSTER: The SCSS agrees annually to furnish CSEA with a seniority list showing seniority as of June 30. This list will be provided to CSEA by

October 1. In the event of layoff the SCSS agrees to update the seniority list(s) for any affected classification(s).

11.13 EFFECTS OF LAYOFF

11.13.1 The laid-off employee shall be entitled to pay, including all earned vacation pay, earned wages and accumulated overtime.

11.13.2 The laid-off employee shall be entitled to a one-time cash payment, subject to normal deductions and withholdings, in an amount equivalent to the employer's level of contribution toward medical, dental and vision benefits for the employee in question for one (1) month following the month in which the layoff becomes effective. Following termination of any employer contribution toward health benefits, the laid-off employee shall have the right to continue health and welfare insurance coverage for up to eighteen (18) months at his/her own expense. The SCSS will send appropriate notices to each laid-off employee notifying him/her of the right to buy into group health plans.

11.13.3 An exit interview shall be conducted by a representative from Human Resources. The administrative representative will explain the employee's rights (e.g. right to apply for unemployment). The employee has the right to have a CSEA representative present at this exit interview.

11.13.4 An employee who is on the reemployment list pursuant to Article 11.9 shall be given preferential consideration to be called as a substitute in the employee's former classification at the substitute rate; however, the SCSS reserves the right not to call a laid-off employee to substitute if the employee's substitute performance is not satisfactory or the employee turns down opportunities to substitute three or more times. The decision to remove a laid-off employee from the substitute list is not grievable, as substitutes are not included within the bargaining unit. The laid-off employee may request to be removed from the substitute list. Removal of a laid-off employee from the substitute list shall not affect the laid-off employee's statutory and/or contractual reemployment rights.

ARTICLE XII

CONTRACTING

12.1 CONTRACTING: During the life of this Agreement, the SCSS agrees that it will not contract out work which has been customarily and routinely performed by bargaining unit members if that contracting out will result in the displacement or reduction in hours, wages, benefits, transfer or reassignment of bargaining unit employees. The term "displacement" means a layoff of a bargaining unit employee, or elimination of a bargaining unit position as a direct result of contracting out work, or contracting out work of a position that was vacated but not filled within the preceding 12 months. The term "reduction in wages" refers to a reduction of the employee's regular rate of pay and does not refer to overtime opportunities. The SCSS may contract for services to perform work that is not performed by employees in the bargaining unit, provided such services do not displace regular employees. The SCSS may contract out work in an emergency. "Emergency" as defined in Public Contract Code section 1102 means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services. The SCSS may continue its practice of contraction out for temporary work requirements during peak periods. Hiring a substitute employee from a temp agency is not contracting out work. The SCSS may also contract out major projects which exceed the capacity of the bargaining unit provided that there are no unit members who customarily do such work on a reemployment list and provided that the contracting out does not result in displacement of any unit member. "Major project" refers to any project costing $15,000 or more or any project which will require more than 350 man hours of work to complete. The SCSS agrees to provide two weeks notice to CSEA before contracting out any major project. Unless SCSS contracts with an employer whose employee's are represented by a recognized exclusive representative, such as CSEA or SEIU, SCSS shall comply with Education CODE section 45103.1

ARTICLE XIII

DISCIPLINARY PROCEDURE

13.1 DISCIPLINARY ACTION: Discipline shall be imposed on permanent employees only for just cause. Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, loss of pay, reduction in hours or class, or reassignment without the employee's written consent. Disciplinary action does not include “docks” in pay due to exhausting all paid leave.

13.2 JUST CAUSE: Just cause is defined as any reason or combination of reasons as follows:

13.2.1 CRITICAL SITUATION REASONS

13.2.1.1 Dishonesty.

13.2.1.2 Gross insubordination or gross negligence.

13.2.1.3 Use or possession on duty of alcohol or illegal drugs as defined by law or any mandatory suspension reason specified in the Education Code.

13.2.1.4 Conviction of a felony or any crime involving moral turpitude.

13.2.1.5 Any other reason determined by the employer that is judged to cause a potential clear and present danger to the safety and health of students and/or employees.

13.2.1.6 Sexual harassment of another employee or student.

13.2.1.7 Abandonment of position, which refers to situations in which the employee has been absent from work without authorization for five days without calling in or responding to calls or requests to appear at work.

13.2.2 NONCRITICAL SITUATION REASONS

13.2.2.1 Incompetence.

13.2.2.2 Unsatisfactory ratings or documentation of derogatory information concerning any factor or combination of factors on the Employee's Evaluation Report.

13.2.2.3 Insubordination or negligence.

13.2.2.4 Violation of local, state, or federal laws which result in cancellation of licenses required for assigned duty.

13.2.2.5 Unexcused absence, tardiness, abuse of sick leave, or absence without notification.

13.2.2.6 Physical or mental inability to perform the duties of the position as determined by a qualified physician.

13.2.2.7 Excessive absences, if an employee has exhausted all available sick leave, including personal necessity leave, and at least fifteen (15) days of sick leave, including personal necessity leave, have been taken in the prior twelve (12) months for non-serious health conditions as defined by FMLA and CFRA.

13.3 NONCRITICAL SITUATIONS: In noncritical situations, when an employee does not perform to the best of his or her ability or does not meet expected standards of performance and conduct, SCSS will apply the following steps to effect corrective action or to determine that the employee cannot or will not correct his or her behavior prior to initiating Disciplinary Action as defined by Article 13.1:

a. Oral Warning/Conference: Following determination by a direct supervisor that a unit member's conduct shall potentially reflect just cause for discipline, if uncorrected, the supervisor shall schedule a meeting with the unit member and his/her Association Rep. (if so requested by the unit member). The supervisor shall give an oral warning to the member. The supervisor may prepare a written summary that is given to the unit member. This written summary shall not be entered into the employee's personnel file unless attached to a subsequent written warning, letter of reprimand or work plan.

b. Written Warning: If the oral warning/conference is not effective, the direct supervisor shall schedule a meeting with the unit member and his/her Association Rep. (if so requested by the unit member) to review subsequent occurrences of the previously identified conduct and to issue a written warning. The written warning shall be signed by the unit member and/or his/her Association Rep. (if so requested by the unit member) to acknowledge receipt. Employees shall be provided and given an opportunity to review copies of any written warning ten (10) workdays before it is placed in the employee's personnel file. The employee shall then have an opportunity to have his/her own comments attached before the filing of such material in the personnel file takes place.

c. Letter of Reprimand and/or Work Plan: A written reprimand and/or work plan shall be issued by a direct supervisor if a unit member repeats the

conduct which has been identified and/or documented through oral warning/conference and documented written warnings as outlined in section 13.3 of this article. The supervisor shall meet with the unit member and his/her Association Rep. (if so requested by the unit member) to review the letter of reprimand and/or work plan. The unit member and/or his/her Association Rep. (if so requested by the unit member) shall sign the written reprimand/work plan to acknowledge receipt. Employees shall be provided and given an opportunity to review copies of any letter of reprimand ten (10) workdays before it is placed in the employee's personnel file. The employee shall then have an opportunity to have his/her own comments attached before the filing of such material in the personnel file takes place.

d. Suspension Without Pay: Supervisor shall meet with unit member and his/her Association Rep. (if so requested by the unit member) to review the proposed suspension without pay. The unit member and/or his/her Association Rep. (if so requested) shall sign the proposed suspension without pay to acknowledge receipt.

13.3.1 Progression from one step to another occurs when an employee does not show improvement to a satisfactory level.

13.3.2 The above delineated steps will be utilized except for conduct which is of such a nature and/or the severity of the circumstances warrant a higher level response and/or where earlier steps would not sufficiently redress the conduct.

13.3.3 If steps are bypassed, a written explanation of the reasons for the bypass shall be provided to the impacted employee.

13.3.4 In cases involving just cause as defined by section 13.2.2.2, steps a. and b. delineated above will not be utilized based on the fact that the employee has already had deficiencies noted in his or her evaluation and/or been presented with a "Plan to Correct Deficiencies" as provided in Article 7.6.

13.4 PROCEDURE FOR DISCIPLINARY ACTION:

13.4.1 The employee shall be notified by written notice when disciplinary action is planned. Such notice shall describe the specific cause or causes for the planned disciplinary action and shall include dates, approximate times, and the general location where the chargeable cause or causes occurred. The proposed disciplinary action shall also be stated. The

written notice shall be personally served on the employee or mailed to the employee via certified mail.

13.4.2 The written notice shall include a statement of the employee's right to a hearing, the time within which such a hearing may be requested, which shall not be less than five (5) days, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of charges. The written notice shall also include a notice of the employee's right to a scheduled "Skelley" meeting with an SCSS designee who was not involved with drafting charges in the written notice during which the employee can provide any relevant information to SCSS that he/she wishes. Within five (5) days of the Skelley meeting, the SCSS designee shall advise the employee of whether SCSS shall proceed with the disciplinary action or not.

13.4.3 If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.

13.4.4 Upon receipt of a Denial and Request for a Hearing, SCSS will arrange for a hearing before the Stanislaus County Superintendent of Schools or his/her designee. The hearing date will allow the employee a minimum of five (5) days for preparation and should, when practicable, be scheduled within thirty (30) calendar days from the date of the receipt of the request. If scheduling within thirty (30) days is not practicable due to the availability of parties, representatives, or other good cause, the hearing shall be scheduled as soon thereafter as reasonably possible.

13.4.5 The employee must appear in person and may be represented by Counsel or representation. At the hearing, the employee shall have the right to present testimony and evidence and call and cross examine witnesses.

13.4.6 All hearings shall be conducted in confidential session unless the employee specifically requests an open hearing in writing. The Superintendent or his/her designee reserves the right to have the hearing presided over by an impartial person trained to conduct administrative hearings.

13.4.7 The decision of the Superintendent and/or his/her designee shall be final.

13.4.8 Any disciplinary action shall be subject to the grievance procedure on procedural grounds only.

13.4.9 Time limits stated may be extended upon mutual agreement of SCSS and CSEA.

13.4.10 At the hearing, the Superintendent will not be represented or advised by SCOE's legal counsel or any attorney associated with or employed by the firm, or organization, or entity providing legal services to SCSS. SCSS, at its own expense, may retain independent legal counsel to represent or advise the SCSS at the hearing.

13.5 LIMITATIONS: No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to SCSS.

13.6 SUSPENSION WITH PAY: If the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students, or the public being served, the employee may immediately be suspended with pay pending the initiation of disciplinary action or completion of a hearing requested by the charged employee.

ARTICLE XIV

WAGES

14.1 RATE OF PAY: The regular rate of pay shall include any shift differential required to be paid under this Agreement for each position in the bargaining unit in accordance with the rates established for each class as provided for in Appendix D.

14.2 PAYCHECKS: All regular paychecks of employees in the bargaining unit shall be itemized. All employees shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. The pay period each month will end five (5) working days before paychecks are scheduled to be issued.

14.2.1 The regular paycheck of an employee in the bargaining unit may be reduced if paid leave is not available for an absence taken by the employee. The regular paycheck may be reduced accordingly on the regular payday after the absence report is received and processed by leave accounting staff.

14.3 PAYROLL ERRORS OR LOST CHECKS:

Payroll checks shall be replaced if they have an error greater than $100.00 net, or if lost after received, not later than five (5) working days following notice by the employee to the payroll department. Any payroll check which is not delivered within five (5) working days of the date mailed shall be replaced not later than five (5) working days following notice by the employee to the payroll department. An explanation of the replacement warrant process will be provided to the employee by the payroll department for amounts less than $100.00.

14.3.1 When a payroll error results in overpayment to an employee, the parties will implement the provisions of Education Code section 44042.5 as set forth below:

14.3.1.1 In the event of an overpayment, SCOE shall **notify the employee in writing by personal service or certified letter of the overpayment and the options afforded to employee to resolve, and** attempt to negotiate with the overpaid employee to collect the overpayment by way of: (1) Cash or cash installment payments: (2) Installment payments through payroll deduction covering at least the same number of pay periods in which the error occurred and not exceeding 25 percent of the employee's

net disposable earning for each payroll period, except if the overpayments were made for more than a years' time, the employer may require repayment through payroll deductions over the period of one year; or (3) The adjustment of vacation leave credits, annual leave credits, holiday leave credits or comp time off. Sick leave errors can only be corrected by adjustment of sick leave credits. **Employee shall notify SCOE within thirty (30) days of the chosen repayment option.**

14.3.1.2 If the employee doesn't agree to any of the above options, however, the school employer **may exercise** options #2, above; i.e., installment payments through payroll deduction.

14.3.1.3 if the employee separates from employment before the repayment is completed, the employer can withhold the remaining amount of due overpayment from the employee's last pay warrant.

14.3.1.4 If there is insufficient money in the last pay warrant to cover this debt, the law allows the school employer to pursue a civil action against the employee for the still owed amount of money.

14.3.1.5 SCOE only has a maximum of three years from the date of overpayment to initiate unilateral payroll deductions.

14.3.2 If a payroll overpayment is a single overpayment of $5,000 or more, the overpayment shall be returned to SCSS within five (5) days of the SCSS notifying the employee of the mistake. Failure to return such a single overpayment of over $5,000 within this five (5) day period shall constitute "gross insubordination" pursuant to Article 13.2.1.2.

14.3.3 An employee will not be "double taxed" or otherwise required to repay any sum greater than the net sum received by the employee as a result of the overpayment.

14.4 PROMOTIONAL SALARY INCREASES: Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure placement on the step providing for at least a five (5%) percent increase as a result of that promotion except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

14.5 WORKING OUT OF CLASSIFICATION: A probationary employee will not be eligible to work out of classification. A permanent employee required to work out of his/her classification one entire workday or more shall be paid at the higher rated classification. If working at a higher rated classification, the employee shall be moved to the appropriate range and step of the new class to insure placement on the step providing for or closest to a five (5%) percent increase as a result of working in a higher classification, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class. In the absence of a management supervisor for an extended period, of one week or more, bargaining unit members assigned in writing to be "in charge" and assuming the majority of a supervisor's functions shall be paid at the appropriate higher range and step to insure not less than a 10% increase for the period involved.

14.6 LONGEVITY PAY PLAN: The employer will provide a Longevity Pay Plan as described in Appendix B.

14.7 ANNIVERSARY DATES: All new employees hired between July 1 and December 31 shall be advanced to the next higher step of the salary range in their classification on July 1 and each year thereafter. Employees who have not completed six (6) months of service prior to July 1 shall be advanced to the next higher step of the salary range in their classification on July 1 following the completion of six (6) months service. (This anniversary date applies to vacation and longevity as well.)

14.8 SICK LEAVE INCENTIVE: An employee shall earn one vacation day when they reach sixty (60) or more days of accrued sick leave earned but not used. This day shall be calculated on June 30 of each year, to be used the following year.

14.9 PREVIOUS EXPERIENCE CREDIT: A newly hired employee with recent satisfactory experience (within the preceding 10 years) in the same or comparable position in another California public school district, county office of education or private sector shall be given one year of experience credit for step placement for every two years of service in the same or a comparable position, up to a maximum of three years of experience credit (Step C) for purposes of initial placement on the salary schedule.

ARTICLE XV

HOURS

15.1 WORK WEEK: The work year for regular employees other than Para Educators shall consist of two hundred and sixty-one (261) days. The number of workdays for each classification with a work year less than twelve (12) months is described in Appendix H. The work week will consist of not more than five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. Unless negotiated differently, the standard workweek will be Monday through Friday. This Article shall not include the workday or work year of Para Educators whose positions are less than eight (8) hours a day, and are for the school year only. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the SCSS.

15.2 WORKDAY: The length of the workday shall be designated by the SCSS for each classified assignment in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, days per week, and months per year.

15.3 PART-TIME ASSIGNMENTS: Any part-time employee who works an average of thirty (30) minutes or more per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upwards to reflect the longer hours, effective with the next pay period.

15.4 REST PERIODS: All employees shall be assigned one paid rest period during each half shift.

15.4.1 Employees who work six (6) to eight (8) hours per day shall be assigned two (2) fifteen (15) minute rest periods. Rest periods shall be scheduled approximately at the half shift midpoint unless conditions for services require an earlier or later rest period.

15.4.2 Employees working fewer than six (6) hours per day shall be provided two (2) paid rest periods that total a maximum of five (5) minutes per scheduled work hour. Such rest period may be scheduled at the end of any three (3) hour period.

15.5 MEAL PERIODS: All employees who are scheduled to work five (5) or more hours per day shall be assigned an unpaid uninterrupted meal period of at least thirty (30) minutes to a maximum of one (1) hour. In the case of a mid-day meal period,

the assigned time shall begin no earlier than 11:00 a.m. or no later than 1:00 p.m. unless a different time is acceptable to the employee. Any employee who is scheduled to work overtime for four (4) or more hours shall be given an unpaid interrupted dinner break of at least thirty (30) minutes to a maximum of one (1) hour or shall receive a thirty (30) minute paid meal break if the employee is not authorized to have a duty-free meal period.

15.6 REST FACILITIES: Lunchrooms and lounges (if available), and lavatory facilities shall be available to employees covered by this Agreement.

15.7 OVERTIME: Overtime must be approved by the supervisor except in cases of emergency. The standard workday is an eight (8) hour day except for some Preschool Teachers, whose standard day is a seven (7) hour day. The standard work week for all employees except Preschool teachers who work seven (7) hours per day is 40 hours a week.

15.7.1 An employee other than a Preschool Teacher whose regular assignment is less than eight (8) hours a day shall be paid his or her regular rate of pay (straight time) for time worked in excess of the employee's regularly scheduled assignment up to eight (8) hours in a day. An employee shall be paid time and one-half (1.5x) the regular rate of pay for hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in a work week. An employee shall be paid double time (2x) for hours worked in excess of twelve (12) hours on a regularly scheduled workday. An employee who works more than eight (8) hours in one day performing work in two separate classifications at two separate rates of pay shall have his/her "regular rate of pay" calculated based on a weighted average for purposes of overtime.

15.7.2 Preschool Teachers whose standard workday is seven (7) hours per day shall be paid overtime for time worked in excess of seven (7) hours in a day or thirty-five (35) hours in a work week.

15.7.3 If an employee works on the sixth (6th) and/or seventh (7th) day before or after his/her scheduled workweek, the employee shall be paid time and one-half (1½x) for hours worked, regardless of the number of hours worked during the five (5) consecutive scheduled workdays and double time (2x) for work performed in excess of eight (8) hours on the seventh (7th) day.

15.7.4 All hours worked by an employee on any designated holiday shall be compensated at one and one-half times (1½x) the regular rate of pay in addition to the rate of pay the employee received for the holiday.

15.8 DISTRIBUTION OF OVERTIME: Any employee may be assigned overtime when the time worked is a project of the scheduled workday. Custodians shall be assigned overtime based on rotating seniority in the class at the worksite. For all employees other than custodians, overtime shall be assigned to a qualified employee(s) within a department on a rotating basis so that all employees in the same class shall have worked, or been offered the opportunity to work, substantially equal amounts of overtime during each fiscal year. A department, for overtime purposes, shall be defined as a unit of employees working for the same supervisor.

15.9 CALL BACK: When an employee is required to report on an emergency "call back" assignment during a nonscheduled work period, the employee shall be paid a minimum of two hours of the appropriate overtime rate.

15.10 TEN-HOUR WORKDAY: The SCSS may establish a 10-hour-per-day, 40-hour, four-day workweek for all, or certain classes, of its employees or for employees or individual employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of five (5) consecutive days, provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through CSEA.

15.11 TEN-HOUR WORKDAY OVERTIME: Overtime shall be paid for all work performed after ten (10) hours on the four (4) scheduled workdays and during the workweek. Work performed in excess of twelve (12) hours during the first six (6) workdays of the workweek shall be paid at the double time (2x) rate, excluding any shift differential. Work performed on the seventh (7th) day of the workweek that exceeds eight (8) hours shall be paid at the double time (2x) rate, excluding any shift differential.

15.12 COMPENSATORY TIME: Effective July 1, 2003, the SCSS may grant up to forty (40) hours of compensatory time off in lieu of overtime pay upon the request of the employee. For extra time worked by the employee in excess of the employee's regular workday up to eight (8) hours in one day, the compensatory time shall be equal to the extra time worked. For overtime worked in excess of eight (8) hours

in one day, compensatory time off shall be granted at a rate equal to time and one-half (1.5x) the hours worked overtime by the employee. Example: 20 overtime hours worked equals 30 hours off [compensated at the one and one-`half (1.5x) rate]. Compensatory time shall be taken at a time mutually acceptable to the employee and the supervisor by the end of the fiscal year. All unused compensatory time shall be paid at the end of the fiscal year. If the employee fails to schedule time off, the SCSS may schedule time off for an employee with accumulated compensatory time in lieu of paying overtime, provided the time off is scheduled by the end of the fiscal year.

15.13 OVERTIME ASSIGNMENTS: Employees whose assignment takes them away from their regular duty site on an overnight basis (e.g., camp) shall be paid four (4) hours additional pay per day at their overtime rate. These employees shall be available to perform necessary assignments on a rotating basis. This provision shall not apply to conferences or workshops voluntarily attended by the employee.

15.14 SHIFT DIFFERENTIAL: Employees working a shift that extends beyond 6:00 p.m. or begins before 6:00 a.m. shall be paid an extra seventy-five (75) cents per hour for time worked between 6:00 p.m. and 6:00 a.m. Shift differential pay does not apply to ten (10) hour workdays.

15.15 SPLIT SHIFT DIFFERENTIAL: Any employee whose assigned shift contains a period of unpaid time exceeding one (1) hour shall be paid a shift differential premium of Two and 50/100 (2.50) Dollars per workday. Employees assigned a split shift shall not have more than one (1) split per day.

15.16 STANDBY COMPENSATION: Standby time shall be defined as follows:

15.16.1 Time when an employee is required to be available to perform work at a time that cannot be specifically determined.

15.16.2 The employees shall be free to do as they please during a standby time period, provided the employee can be contacted and be on the job within fifteen (15) minutes.

15.16.3 All standby time shall be paid at the scheduled hourly wage rate of the employee.

15.17 EXTENDED WORK PERIOD ASSIGNMENTS (e.g., Summer, Harvest Season, etc.): When work normally and customarily performed by employees is available during Extended Work Periods, the work shall be offered to employees in the appropriate classification(s) as follows:

15.17.1 Assignments of employees not regularly so assigned to serve during such periods shall be made on the basis of qualifications. If such qualifications are equal, assignment shall be on the basis of seniority.

15.17.2 An employee who accepts such an assignment in accordance with the provisions of this Section shall receive, on a prorated basis, not less than the compensation and benefits applicable to that classification during the regular assignment year. No employee shall be required to accept such an assignment that is not so regularly assigned.

15.17.3 All hours assigned to an employee for such an assignment shall be considered "Hours in Paid Status" for the purpose of this Agreement.

15.18 INCREASE IN HOURS: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered first to the part-time employee in the position. If the part-time employee declines the additional hours SCSS will initiate a lay-off in that position and the position will be posted.

15.19 HOURS: Scheduled Workday Change -- During payroll processing, work schedules may be changed to effectively utilize processing equipment. A work schedule may include a parent night meeting that will not always fall on the same evening each month.

15.20 WORKDAY CHANGE: Employee Request for Workday Change -- At the request of the employee, the scheduled workday or work week may be changed by mutual agreement of the employee and the supervisor. The CSEA shall be informed of the proposed change.

15.20.1 Employer Proposed Workday or Work Shift Change – CSEA and the affected employee shall be notified in writing at least 10 working days in advance of any workday or work shift changes being proposed by SCSS except in cases of emergency. The Employer reserves the right to require a workday or work shift change on a temporary basis, no longer than 20 work days, in an emergency.

15.21 PARA EDUCATOR COMPENSATORY TIME OFF: Each classroom will have a designated para-educator who is assigned to manage the classroom, when a teacher is gone from a classroom for two and one-half (2 1/2) hours or more, and there is no qualified substitute teacher. The role and duties of the designated para-educator will be predetermined with the classroom teacher and available in writing to all classroom staff. The designated para educator will be entitled to

compensatory time at a rate equal to the total time the teacher was gone. The designated para educator will be assigned based on seniority. If the most senior para educator declines the assignment, the next person on the seniority list will be assigned. If all para educators on the seniority list declines, the least senior para educator will be assigned.

15.22 OVERNIGHT ASSIGNMENT WITH STUDENTS: Notwithstanding articles 15.13 and 15.16 above, following any additional overtime assignment worked, the Employer may designate one or more employees to be in standby status pursuant to Article 15.16, assigned based on rotational seniority**.**

ARTICLE XVI

HEALTH AND WELFARE BENEFITS

16.1 EMPLOYEE ELIGIBILITY: All employees scheduled to be in a paid status for a minimum of four (4) hours per day shall be entitled to all current health and welfare benefits.

16.1.1 Full time employees (employees working 8 hours per day or 7 hours per day for Preschool Teachers) hired after January 1, 2010 are required to participate in the current Health Insurance Plan. All employees less than full time hired after January 1, 2010 may decline to participate in the current Health Insurance Plan by signing a declination of coverage form provided by SCOE when initially employed.

16.1.2 For employees hired on or after July 1, 2012, in the Outdoor Education positions of Bus Driver, Bus Driver-Utility Worker, Classified Naturalist, Custodian, Naturalist Assistant, Utility Worker, Health Clerk, or Student Dorm Assistant will have their health and welfare benefits calculated as follows:

1400 or more annual workday hours = 100% of the benefit entitlement
1050-1399 annual workday hours = 75% of the benefits entitlement
700-1049 annual workday hours = 50% of the benefit amount
Less than 700 annual workday hours = not eligible for the benefits entitlement. The foregoing annual workday hours do not include holidays.

16.1.3 For employees hired on or after July 1, 2012 whose annual workday hours, not including holidays, is less than 700, will not be eligible for health and welfare benefits.

16.2 HEALTH AND WELFARE BENEFITS:

16.2.1 The employer shall contribute $12,000 per eligible FTE per year toward medical, dental, and vision plans for the employee and dependents effective July 1, 2022. Eligible employees (at least 4 hours per day) hired on or after 07-01-2002 shall have the benefit contribution pro-rated if they are part time (less than 8 hours or less than 7 hours for Preschool teachers) and shall not have cash as an option. The Employer agrees that medical, dental or vision benefits (as they are made available by benefit providers) shall be provided as requested to an employee's registered domestic partner (as defined by the California Family Code)

and either or both of their dependents effective December 31, 2003. Health benefits for a domestic partner are taxable under the Internal Revenue Code.

16.2.2 Dental and vision for dependents shall be made available to the employees at the employee's expense as set forth in section 16.2.1, unless otherwise negotiated. An employee may elect to pay for childcare or elder care with pre-tax dollars in addition to electing to pay for the balance of health and welfare insurance premiums with pre-tax dollars through the IRS 125 cafeteria plan.

16.2.3 Beginning September 1, 2010 and each year thereafter, employees hired on or before June 30, 2002 who provide the Employer with proof of medical coverage (may be subject to approval by the employers' insurance provider) may waive their right to the Employer's contribution to health and welfare benefits and receive cash as an option. An employee will become permanently ineligible for the cash option if the employee fails to provide proof of medical coverage as required by September 1 each year. An employee who waives medical but takes dental and/or vision care shall be paid the difference between $8,059 effective July 1, 2015 and $9,268 effective July 1, 2016 and the cost of the dental and/or vision care. Once an employee receives more than the figure referenced above in medical benefits from SCOE, he/she waives any right to return to or otherwise receive the cash in lieu of health and welfare benefits.

16.2.3.1 Notwithstanding any provision of Article 16.2.3, employees, no matter their date of hire, who elect to enroll in a single high deductible health plan that coordinates with a Health Savings Account ("HSA") shall receive any difference between the cost of the plan and the SCOE annual contribution as referenced above in 16.2.1. The employee shall receive the difference as a contribution towards their HSA.

16.2.4 The SCSS will notify CSEA when it learns that a health insurance provider plans on, or is, ceasing to provide services in the area, in which case the parties will immediately commence negotiations to find a replacement.

16.3 RETIREES: The employer shall provide medical insurance to eligible classified employees who retire during the term of this contract. This benefit shall be provided for a period of sixty (60) calendar months or until the employee reaches the age of sixty-five (65) years of age, whichever occurs first. To be eligible for this benefit the employee shall have been employed by the SCSS a minimum of fifteen (15) years, with the last five years being consecutive years, and be at least fifty-five (55) years of age at the date of the commencement of the benefit. Dependent coverage for medical, dental and vision shall be available to retirees during the sixty (60) calendar months at no cost to the employer. This benefit is pro-rated pursuant to Article 16.2.1. Upon attaining age sixty-five (65) [or at their eligibility age if they retire after reaching age sixty-five (65)], retirees shall enroll in Medicare parts A and B.

Employees who have attained sixty-three (63) years and six (6) months of age or higher as of July 1, 2014, continue to be eligible for the benefits of this article as provided prior to this amendment.

16.3.1 Employees who meet all of the above requirements in Article 16.3 for receiving paid retiree health benefits may elect to waive receipt of such benefits and receive a lump sum distribution to a HRA or employer-sponsored 403(b) in lieu of retiree benefits. Such election shall be made by written notification to the Payroll Department not less than thirty (30) days prior to the effective date of retirement. Such lump sum entitlement shall be computed pursuant to a formula approved by the Superintendent. Said formula shall be based on the monthly cap at the date of retirement multiplied by the number of months of entitlement prior to the age of 65. Any election to waive future retiree benefits shall be irrevocable. Once the option for a lump sum distribution to a HRA or employer-sponsored 403(b) has been exercised, if an employee is reinstated to active service, that person shall be required to maintain health and welfare benefits as an active employee but will be ineligible to accrue any retiree health and welfare benefits.

16.4 HOURS IN PAID STATUS: For purposes of this Article only, "Hours in Paid Status" shall exclude vacation and holiday hours. All other hours in paid status as defined in Section 15.19 shall apply.

16.5 ENROLLMENT: New employees shall be enrolled in all insurance programs as specified in 16.2.1 on the first of the month following fulfillment of the eligibility requirement.

16.6 INSURANCE/FRINGE BENEFIT COMMITTEE: CSEA shall have representation on the SCSS Insurance/Benefits Committee if the committee is reconvened.

16.7 INCOME PROTECTION DISABILITY INSURANCE: The employer shall contribute up to a maximum of $13.22/month towards an income protection/disability plan for all employees to receive benefits (notwithstanding the four (4) hour requirement provided by Article 16.1). Employees shall be able to purchase additional income protection/disability insurance at their own cost consistent with the terms and requirements of the income protection/disability plan provider.

16.8 Effective July 1, 2016, the employer shall contribute the initial sum of $30,000 towards the cost of the premium for a group life insurance policy selected by CSEA to cover employees. Subsequent to July 1, 2016, the employer will be responsible for covering all annual premium increases or decreases towards the cost of providing this benefit. Once the parties finalize the specific terms of this benefit the parties will sign off on a Side Letter memorializing these terms.

ARTICLE XVII

HOLIDAYS

17.1 PAID HOLIDAYS: During the term of this contract SCSS will provide regular 12-month employees with fourteen (14) paid holidays per year as follows:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas*
- New Year's Eve*
- New Year's Day
- Martin L. King Jr. Day
- Washington's Birthday
- Memorial Day
- Juneteenth

* Days in lieu of Admission Day and Lincoln's Birthday

17.2 ELEVEN-MONTH EMPLOYEES: Eleven-month employees shall receive thirteen (13) paid holidays per year as follows:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve*
- Christmas Day
- New Year's Eve*
- New Year's Day
- Martin L. King Jr. Day
- Washington's Birthday
- Memorial Day
- Juneteenth

* Days in lieu of Admission Day and Lincoln's Birthday

17.3 TEN-MONTH EMPLOYEES: Ten-month employees shall receive eleven (11) paid holidays a year.

- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve*
- Christmas Day
- New Year's Eve*
- New Year's Day
- Martin L. King Jr. Day
- Washington's Birthday
- Memorial Day

* Days in lieu of Admission Day and Lincoln's Birthday

17.4 EMPLOYEES WORKING LESS THAN TEN MONTHS: Employees working less than ten months shall receive paid holidays based upon the number of work days shown on the Work Day/Holiday Month Chart Appendix K. The specific paid

holidays will be determined when the work year calendar is prepared and submitted to Human Resources.

17.5 If the employee's annual work schedule does not follow the usual pattern of assignment, it is the intention of this Agreement to provide one day more per year than months employed.

17.6 ELIGIBILITY: An employee shall be eligible for holiday pay if he/she is in paid status on either the workday immediately preceding or immediately succeeding the scheduled holiday(s) listed for their identified monthly group unless the employee's date of termination is prior to the holiday.

17.7 SCHOOL CALENDAR: The SCSS and CSEA shall meet to prepare and distribute subsequent Holiday Schedules on or before July 1 of each year for the next succeeding year as a part of the annual work calendar adoption. In the event of presidential or gubernatorial declaration of an employee holiday not accounted for in the holiday schedule, negotiations on the effects of such declaration shall begin within ten (10) days of the proclamation.

17.8 VARIABLE HOLIDAY CALENDAR: An employee who is assigned to a district which observes a particular holiday on a date other than the agreed to date shall utilize the holiday schedule of that district, but shall not observe any more or less than the number of days specified in this provision.

ARTICLE XVIII

VACATIONS

18.1 ACCUMULATION: All employees shall earn vacation time with full pay on a fiscal year basis as follows:

Beginning with first (1st) month of service	- 5/6 day per month
Beginning with third (3rd) year of service	- 1-1/4 day per month
Beginning with thirteenth (13th) year of service	- 1-2/3 days per month

(See Appendix C)

18.2 VESTED RIGHT: Employees shall complete a minimum of six (6) months of service before being authorized to use accumulated vacation time and shall not become a vested right until after six (6) months of service.

18.3 NO VACATION ACCUMULATION FOR OVERTIME: Vacation time shall not be accumulated for work performed on an overtime basis.

18.4 VACATION PAY OFFS: Employees who are scheduled to work less than 239 days (including holidays) during the fiscal year shall be paid for earned vacation time at the end of the school year, but this payment is not subject to PERS credit and may not be subject to STRS credit.

18.5 EARNING VACATION: An employee shall earn vacation time during any month that he/she is in paid status for a minimum of one-half (1/2) of the scheduled working days. An employee in paid status for less than one-half (1/2) of the scheduled days shall earn vacation credit on a prorated basis.

18.6 TIME LIMIT ON USE: Vacation time earned during one fiscal year shall be used prior to June 30th of the first full fiscal year following.

18.7 EXCESS VACATION: The maximum amount of vacation time that can be carried over by an employee shall not exceed the equivalent of one (1) year's vacation. If an employee exceeds this limit on June 30th of any year, the employee will be paid for this excess accrued vacation time on the following August supplemental payroll.

18.8 VACATION PAY ON TERMINATION: When an employee who has completed six (6) months of service (including holidays and sick leave) is terminated for any reason, he/she shall be paid for all earned vacation time accumulated up to and including the effective date of termination.

18.9 POSTPONEMENT: If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date(s) be changed, and the SCSS shall grant such request in accordance with vacation dates available at that time.

18.9.1 An employee shall be permitted to interrupt or terminate vacation leave in the event of a serious injury or illness of the employee. The employee may utilize accumulated illness leave in lieu of vacation days. Notice of such injury or illness shall be verified by a medical practitioner and shall specify the number of days involved.

18.10 HOLIDAYS DURING VACATION: An employee shall be granted an additional day's vacation for each holiday falling within the period of his/her scheduled vacation.

18.11 VACATION SCHEDULES: Employees shall request vacation in advance, but vacations must be scheduled to meet SCSS work requirements. Supervisors shall schedule employee vacation periods available as far in advance as possible in relation to operational needs of the department. When necessary, a designated application process shall be established for employees to exercise their departmental seniority rights in relation to conflicts on vacation periods. The designated application process will include an application period, a closing date, and a response date, which shall be no later than five working days after the closing date. Employees not applying during the designated application process shall be able to select from remaining available periods. Employees who submit a request outside the designated application process will receive a response within 10 working days. If there are conflicts between employees in the same department, the employee with the greatest departmental seniority shall be given preference. Reasonable efforts will be made to allow employees to take accumulated vacation consecutively.

18.12 VACATION LEAVE COORDINATION: Employees who wish to use vacation leave to supplement family care leave or personal necessity leave must receive advance permission from their supervisor pursuant to article 18.11. Employees, who work less than 239 days, including holidays, are not eligible to use vacation leave to extend family care or personal necessity leave, because they are paid off for their vacation time.

ARTICLE XIX

LEAVES OF ABSENCE

19.1 SICK LEAVE:

19.1.1 Employees shall earn one (1) day of sick leave for each month of service. Pay for any day of absence covered by sick leave shall be the same as the pay which would have been received had the employee served during the day. School term employees earn ten (10) days sick leave per year. Sick leave credited but not earned during the work period shall be deducted from the employee's accumulation at the end of each fiscal year or at the time of termination. If there is a deficit at termination, a reduction in the final salary shall be made. Up to six (6) days of accrued sick leave may be used annually for purposes of caring for a sick child, sick grandchild in the physical care/custody of the employee, spouse or parent. A new employee shall not be eligible to take more than six days (of sick leave or personal necessity) or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with SCOE.

19.1.2 Employees shall accumulate unused sick leave without limitation.

19.1.3 Employees shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness, injury, or quarantine, in order that substitute arrangements may be made or that the employee's duties can be adequately covered. Advance notice for planned absences such as child birth or scheduled surgery shall be written verification from the employee's physician or medical practitioner. Employees shall log their absences by use of the SCSS web-based attendance platform.

19.1.4 The SCSS or designee may, at any time, require current written verification of absence, including but not limited to, a statement from a physician or a medical practitioner. Written verification shall be required for absences lasting five (5) consecutive working days or more. If written verification is not produced within five (5) working days of an employee's return to work, the absences will be treated as leave without pay without exception. Change in leave status pursuant to this section does not constitute disciplinary action.

19.1.5 Employees returning to work from extended illness or injury absence (including surgery) shall be required to present a full, unrestricted medical release from a physician or a medical practitioner in order to return to duty. Modifications to this standard may be made at the option and judgment of the Personnel Administrator based upon the job requirements.

19.1.6 An employee may use accumulated sick leave for a disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Evidence of such a disability shall be supported by a written statement from her physician or medical practitioner.

19.1.7 A disability other than a pregnancy related disability shall not qualify for use of sick leave during an unpaid leave. For example, an employee with the flu would not be eligible for sick leave during a maternity leave.

19.1.8 Accumulated sick leave shall be converted to retirement credit as provided by law.

19.1.9 The SCSS or designee may require an employee to visit a physician or a medical practitioner selected by the SCSS and at SCSS expense in order to receive a report on the employee's fitness for duty. The report shall include a statement as to the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. SCSS shall not require employees to release their medical records to SCSS for the purpose of a fitness for duty examination. If the report concludes that the employee's condition does not warrant continued absence, the SCSS or designee, after giving notice to the employee, may deny further leave.

19.1.9.1 Any disagreement that occurs between the employee's treating physician and the SCSS designated physician shall be settled by obtaining a third opinion of a neutral physician to be mutually agreed upon from a list of physicians obtained in a manner similar to that of workers compensation.

19.1.10 Catastrophic Leave: Unit members may utilize catastrophic leave in the following two situations: (1) If an Employee is incapacitated by long-term illness or injury; or (2) If the Employee's eligible family member (i.e. spouse, domestic partner, child or parent) is incapacitated for an extended period of time and the eligible family member requires the

Employee to care for them. For the employee's own long-term illness or injury, the employee must have exhausted all accrued fully paid sick leave, industrial accident and illness leave, available vacation and other paid leaves. To care for an eligible family member, the employee must have exhausted all family sick leave (pursuant to Article 19.1.1 above), available vacation and other available paid leaves. In these instances, CSEA may notify Employees of the option to voluntarily donate up to four (4) days of accrued sick leave to the individual. For purposes of this section a "day" means the donating employee's workday. A 4-hour per day employee may donate up to 16 hours of accrued sick leave, and an 8-hour per day employee may donate up to 32 hours. SCOE will accept up to 45 days of donated sick leave. In all cases, employees donating accrued sick leave must maintain a minimum of three times the amount of the donated leave, e.g. if an employee donates four (4) days, they must have at least twelve (12) days of accrued sick leave remaining. Voluntary donation of accrued sick leave is irrevocable. CSEA shall provide Human Resources with signed written authorizations to donate sick leave no later than 45 days after the Association has sent the request to unit members. Although donated sick leave may extend the time the Employee receives full pay, it shall not extend the 100 days of sick leave and extended sick leave authorized by the Education Code.

19.2 EXTENDED ILLNESS LEAVE: Pursuant to Education Code section 45196, each employee shall once a year be credited with a total of not less than one hundred (100) working days of paid sick leave, including days to which an employee is entitled under Education Code section 45191. Such days of paid sick leave, in addition to those required under Education Code section 45191, shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Employees using extended illness leave must submit verification of illness for the period of time the employee is on extended leave.

19.3 PREGNANCY DISABILITY LEAVE:

19.3.1 Employees are entitled to use sick leave as set forth in section 19.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth

and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or other disability.

19.3.2 The starting and ending days of the pregnancy disability leave shall be determined by the employee's physician or medical practitioner. The employee shall be entitled to use any accrued sick leave or extended sick leave or accrued vacation during the pregnancy disability leave; however, if the employee does not have sufficient accrued sick leave, the employee may take pregnancy disability leave as indicated by the physician or medical practitioner without pay for up to four months. A unit member may take unpaid leave to prepare for the birth of a child or to care for a new baby, which, when combined with pregnancy disability leave results in a leave for up to six months. See section 19.11 (unpaid family care leave).

19.3.3 The employee is expected to establish a beginning and ending date for the pregnancy disability leave with her supervisor as far in advance as is possible to do in order to plan for a temporary replacement.

19.3.4 The employee may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If there is a doubt, the SCSS may require an examination by another qualified physician or medical practitioner at SCSS expense.

19.3.5 The employee may return as soon after the termination of pregnancy as she is physically able, provided she presents verification from her physician or medical practitioner that she can perform all duties and responsibilities. If there is a doubt, the SCSS may require an examination by a qualified physician at SCSS expense. The employee shall give the SCSS at least fifteen (15) calendar days advance notice of the date she wishes to return.

19.4 BEREAVEMENT LEAVE: Each employee shall be entitled to three (3) days paid bereavement leave for the death of a member of the immediate family. Members of the immediate family are: spouse, registered domestic partner, mother, father, stepmother, stepfather, grandmother, grand-father, grandchild, son, son-in-law, daughter, daughter-in-law, current mother-in-law, current father-in-law, brother or sister of the employee or the spouse or registered domestic partner of the employee, or any person living in the immediate household of the employee.

In the event of the death of the employee's spouse, registered domestic partner, son or daughter, or parent, or travel over 300 miles one-way or out of state travel is required, up to five (5) days bereavement leave shall be granted.

19.4.1 The employee must state the relationship to the deceased on the absence verification form.

19.5 PERSONAL NECESSITY LEAVE: Up to seven (7) days of accumulated sick leave may be used by an employee, at his/her election, in cases of personal necessity. Personal necessity leave falls into one of two categories; personal necessity leave which requires advance permission and personal necessity leave which does not require advance permission.

19.5.1 Advance permission is not required, but the employee must give advance notice whenever possible, for the following instances of personal necessity leave.

19.5.1.1 Death or serious illness of a member of his/her immediate family as defined in 19.4 in this Article.

19.5.1.2 Accident, involving his/her person or property or the person or property of a member of his/her immediate family.

19.5.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena, or any order with jurisdiction.

19.5.2 Advance permission is required as follows: The employee's request must be in writing and received by his/her supervisor at least three days prior to the absence. The employee shall be notified of the supervisor's decision within twenty-four (24) hours of the receipt of the request.

19.5.2.1 Up to seven (7) days of personal necessity leave may be used for personal business which cannot be accomplished during nonduty hours. The employee is not required to state a reason other than "personal business" (i.e., "no-tell" day). A request for personal necessity leave shall not be unreasonably requested by the employee, and the request shall not be unreasonably denied.

19.6 JURY DUTY: SCSS employees who are called to serve on a jury shall be entitled to be absent from duty without loss of pay. Any compensation, excluding expenses, received by an employee as a member of a jury shall be remitted to the SCSS. An employee shall return to work from jury duty if he/she can do so and complete at least two (2) hours work, allowing for travel and a thirty (30) minute

meal period if the normal meal period was not provided by the court. If an employee works on a shift whose hours fall between 6:00 p.m. and 6:00 a.m., the employee may limit his/her work to a number of hours that when added to jury duty, does not exceed eight (8) hours during the first five (5) working days of jury duty nor more than ten (10) hours thereafter.

19.7 MILITARY LEAVE: An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

19.8 UNPAID LEAVE: When no other leaves are available, a leave of absence may be granted to an employee on an unpaid basis at any time upon any terms acceptable to the SCSS and the employee. Such a leave may be authorized for up to a maximum of one (1) year. The SCSS will respond to the employee's unpaid leave request in writing within fifteen (15) working days of receipt of the request in the Human Resources Department. In cases of emergencies, timelines may be waived.

19.9 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE: An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

19.9.1 Payment for wages lost on any day shall not, when added to an award granted the employee under Workers' Compensation Laws of this State, exceed the normal wage for that day.

19.9.2 If the employee is temporarily disabled, the industrial accident or illness is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

19.9.3 Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

19.9.4 When an employee is temporarily disabled and has been taken off work for an entire day or more by the medical provider, the employee shall use one of his/her 60 days of industrial accident and illness

19.9.5 Employees who have been released and returned to work shall make every effort to schedule medical appointments, physical therapy sessions or similar appointments outside the work day, but when it is necessary for the employee to take a partial day absence for one of these purposes, the absence may be charged to the employee's sick leave or other approved paid leave, at the employee's discretion.

19.10 ASSOCIATION LEAVE: There will be up to five (5) days of paid release time for up to five (5) CSEA conference delegates as needed so long as they are from different departments or work sites. At no time shall there be less than three (3) released authorized delegates if more than three (3) conference delegates require Association Leave.

19.11 FAMILY CARE LEAVE

19.11.1 Employees who have completed one year of service, and actually worked (not counting paid or unpaid leave) at least 1,250 hours of service during the immediate previous rolling one year period, for the County Office have the right to request unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition. Using a rolling 12- month period means that the Employer looks back 12 months from the date the employee begins or requests to begin the FMLA leave of absence. Extended sick leave taken for the purpose of the employee's own serious health condition, other than for pregnancy disability, shall be designated as family care and medical leave. Sick leave taken for purposes of pregnancy, childbirth or recovery from childbirth is a separate entitlement and shall not be counted as family leave. Family care leave provided pursuant to this article constitutes the leave rights enumerated in the federal Family and Medical Leave Act of 1993 ("FMLA") and California Family Rights Act of 1991 ("CFRA"),

19.11.1.1 Ten-month employees who are otherwise eligible for family leave but who are employed by the County Office for six hours a day or less shall be entitled to family care leave but without the Employer-paid health benefit contribution. Such employees do not meet the statutory requirement of working 1,250 hours per year.

19.11.2 There is no carry-over of unused leave similar to the accumulation of paid sick leave; however, the employee shall retain the right to use family care leave of up to 12 weeks at any time the employee has not used all of the 12 weeks within the preceding 12 months. For example, if in the preceding 12 months the employee has used no family care leave, the employee may use up to 12 weeks; but if in the preceding 12 months the employee has used four weeks of family care leave, the employee shall have the right to use up to eight more weeks.

19.11.3 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

19.11.4 If both parents of a child who are entitled to family care leave under section 19.11.1 of this contract are employees of the County Office, the County Office shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care leave totaling more than the amount specified in section 19.11.1.

19.11.5 The employee shall provide reasonable advance notice to the County Office of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

19.11.6 If verification is required by the County Office to verify the serious illness of the child, spouse, parent, or employee, the County Office may accept medical verification by the treating health professional.

19.11.7 Family care leave is an unpaid leave of absence. A bargaining unit member is allowed to use sick leave, vacation, extended illness leave, pregnancy leave, and compensatory leave, for the purposes of remaining in paid status during the twelve (12) week family care leave period. Health insurance coverage shall be maintained and paid for by the County Office for the duration of the leave not to exceed 12 workweeks in a 12-month period. The County Office may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee.

19.11.8 Family care leave shall run concurrently with other leaves provided by this Agreement, except unpaid leave pursuant to the California Family Rights Act will not run concurrently with paid or unpaid leave for pregnancy disability.

19.12 PARENTAL LEAVE: Eligible unit members (those employed by SCOE for at least a year) are eligible for up to twelve weeks of 50% pay for child bonding leave after they have exhausted all available sick leave pursuant to the provisions of Education Code Section 45196.1.

ARTICLE XX

TOOLS, EQUIPMENT, AND EXPENSES

20.1 TOOLS, EQUIPMENT, AND SUPPLIES: The SCSS shall purchase all tools, equipment, and supplies reasonably necessary for an employee to perform assigned duties.

20.2 USE OF PERSONAL PROPERTY: An employee shall obtain prior written authorization before using any personal property in the performance of his/her duties. The SCSS will repair or replace authorized personal property if lost or damaged during the performance of his/her duties up to a maximum of $300.00 or reimburse the unit member for authorized personal property which is damaged during the performance of duties up to a maximum of $300.00.

20.3 AUTOMOBILE USE: An employee shall not be required to use his/her personal automobile for work, unless they are designated itinerant and/or are required to drive between work sites. An employee's automobile is not defined as "personal property" pursuant to this section, and employees acknowledge that when they use their personal automobile for SCSS business, their insurance shall be primary insurance and SCSS's insurance shall be secondary for any accidents or liability.

20.4 AUTHORIZED EXPENSES: Employees shall be reimbursed for any authorized expenses incurred while performing his/her duties.

20.5 MILEAGE: If an employee travels to more than one work site by personal auto, the employee shall be paid mileage at the rate established by the Board of Supervisors of Stanislaus County. Mileage shall not be paid when the employee is traveling to or from his/her home to the primary work site. Employees who travel established routes on a scheduled basis may be paid a monthly travel allowance that relates to average miles traveled monthly. Required side trips shall be reimbursed at the mileage rate in addition to the monthly travel allowance.

20.6 MEDICAL EXAMINATIONS: The cost of a required medical examination, including the cost of TB skin tests or X-rays required as a condition of continued employment, shall be paid by the SCSS. Each successful candidate for employment in the Head Start program or the Migrant Head Start program shall have a pre-hire, post-offer initial health examination which includes a screening for tuberculosis, and each employee shall be required to have a periodic health check-up, including a screening to tuberculosis, every four years. The cost of this

required medical examination, including the cost of the TB skin test or x-rays required as a condition of continued employment, shall be paid by the SCSS.

20.7 SECONDARY LIABILITY INSURANCE ON PERSONAL VEHICLES: The SCSS provides secondary liability insurance coverage for employees who are authorized, in writing, to use their personal vehicle while on the employer's business.

20.8 LODGING: Employees who require lodging away from home overnight shall be advanced, by the SCSS, seventy-five percent (75%) of the anticipated cost of lodging and meals. An employee shall file an expense claim with receipts, upon return, and shall either refund unused funds advanced or request reimbursement for actual authorized expenses that exceed advanced funds.

20.9 EXPENSE CLAIMS: Expense claims for all authorized expenses shall be filed within ten (10) days of the month in which expenses are incurred. The employee shall be reimbursed within ten (10) working days.

20.10 REPLACEMENT OR REPAIR OF PERSONAL PROPERTY: The district shall provide for the payment of the cost for replacing or repairing property of a bargaining unit member such as eyeglasses, hearing aids, dentures, watches, and articles of clothing, hosiery excluded, reasonably worn or carried by a bargaining unit member, if such property is damaged in the line of duty without fault of the bargaining unit member. Such payment shall relieve the district of further obligation. This obligation applies only to the extent the loss is not reimbursed or reimbursable from some other source, including the bargaining unit member's own insurance.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.1 PURPOSE: This grievance procedure is designed to facilitate administration of this Agreement. Useful and necessary private meetings between supervisors and the employees they supervise are encouraged and are expected to continue.

21.2 DEFINITION: A grievance is a dispute regarding the interpretation, application, or violation involving a specific term or provision of this collective agreement. A grievant is either a unit member directly affected by the dispute or CSEA on behalf of a specifically named unit member who otherwise qualifies as a grievant.

21.3 PRELIMINARY STEP-SOLUTION OF POTENTIAL GRIEVANCE: Prior to the utilization of the grievance procedure, the employee must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the supervisor and/or the responsible administrator at a mutually convenient time. Other persons may be present at the request of the employee or the employer. This informal step shall occur within twenty (20) working days after the employee knows of should reasonably have known of the occurrence which gave rise to the dispute.

21.4 GRIEVANCE PROCEDURE:

21.4.1 Level I: In the event the matter is not resolved at the informal conference, the employee may present a grievance in writing to the administrator with immediate administrative responsibility for the position to which the employee is assigned.

21.4.1.1 If presented in writing, the grievance shall be on the form provided by the SCSS. All pertinent information shall be supplied, including the specific contract section(s) alleged to be violated and the proposed remedy.

21.4.1.2 The written grievance shall be presented within fifteen (15) working days after the informal conference(s) if the matter is not resolved at that level.

21.4.1.3 Either party may request a personal conference within five (5) working days of receipt of the grievance by the supervisor.

21.4.1.4 If a conference is requested, such conference shall be held within fifteen (15) working days of such request, to be

arranged by the supervisor at a mutually convenient time. The supervisor shall present an answer in writing to the grievant within fifteen (15) working days after the conference or fifteen (15) working days after receipt, whichever is later.

21.4.1.5 If no answer is received within the time limit established, the grievant may appeal to Level II.

21.4.2 Level II: If satisfactory settlement cannot be obtained at Level I, the grievant may appeal the decision on the form provided by the SCSS to the Division Assistant Superintendent within fifteen (15) working days after receiving the Level I answer.

21.4.2.1 A conference may be requested by either party and shall be held with the grievant within fifteen (15) working days of the receipt of the Level I appeal. This conference shall be arranged at a mutually convenient time. The Level I administrator may also be present at the conference.

21.4.2.2 The Division Assistant Superintendent may present an answer to the grievant in writing within fifteen (15) working days after the date of the appeal or of the conference, whichever occurs later.

21.4.2.3 If no answer is received at the Level II within the time established, the grievant may request that CSEA pursue the matter to Level III.

21.4.3 Level III -- Board of Review: If satisfactory settlement cannot be obtained at Level II, the grievant may appeal the decision on the form provided by the SCSS to a Board of Review fifteen (15) working days after receiving the Level II answer. The form should be submitted to the Assistant Superintendent, Human Resources.

21.4.3.1 A Board of Review shall be composed of four (4) representatives, two (2) appointed by SCSS and two (2) appointed by CSEA. The Board of Review shall meet for the purpose of holding a hearing within thirty (30) calendar days.

21.4.3.2 The Board of Review shall hold a hearing at which both parties shall be given the opportunity to present witnesses and evidence and to present argument. After the conclusion of the

hearing, the Board of Review shall deliberate and shall issue a decision that shall be final and binding on the parties. The decision of the Board of Review shall be issued within thirty (30) calendar days after the conclusion of the hearing.

21.4.3.3 If the Board of Review fails to reach a decision, a report shall be issued listing possible alternatives for resolving the grievance. The Superintendent shall review the report and issue a decision within thirty (30) calendar days. The Superintendent's decision shall be the final step of this process.

21.5 GENERAL PROVISIONS

21.5.1 The grievant must be personally present at each level of the grievance procedure.

21.5.2 The grievant may request a representative at any stage in the grievance procedure. Such representative shall normally be limited to one person at all levels.

21.5.3 All conferences and investigations by or on behalf of the grievant pursuant to the procedure shall be conducted outside of the time the grievant or other persons involved are responsible for students if at all possible.

21.5.4 The date of receipt of each writing required pursuant to this procedure shall be determined as follows:

21.5.4.1 The date such writing is personally delivered to the recipient or the day after such writing is deposited in the United States certified mail, addressed to the recipient at his/her last known home address.

21.5.4.2 For purposes of this procedure, the term writing shall include the grievance, the grievance appeal, the answer to the grievant, or grievance appeal, or any other required writing.

21.5.4.3 The presence of advisors may be requested at any stage of the procedure by the administrator hearing the grievance or the grievant.

21.5.4.4 Requests for necessary and relevant information shall be made prior to any conference at the beginning level. Clarification of the information shall be granted but new issues

which constitute a separate grievance beyond those originally presented shall not be introduced at any succeeding level.

21.5.4.5 Any grievance not appealed at the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.

21.5.4.6 Time limits set forth in this procedure may be extended by mutual consent of the grievant or representative and of the Superintendent or designee.

21.5.4.7 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor unless there exists a clear and present danger to the employee at which time the employee has the right to appeal directly to the Superintendent or designee.

21.5.5 All correspondence and data collected as a result of processing a grievance shall be stored in a separate grievance file, maintained by the Human Resources office.

21.5.6 Individual grievance settlements shall be consistent with the terms and conditions of this Agreement. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievance(s) filed by employees directly and any response by the SCSS. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.

21.5.7 Reasonable release time shall be provided the employee(s) necessary witness(es) and a designated CSEA representative when involved in processing an alleged grievance.

ARTICLE XXII

PUBLIC COMPLAINT PROCEDURE

22.1 PUBLIC COMPLAINT PROCEDURE:

22.1.1 Verbal complaints received by any staff member shall be referred to the responsible administrator for consideration.

22.1.2 Written complaints received by any staff member shall be referred to the responsible administrator for consideration.

22.1.3 If the responsible administrator determines that the complaint merits study he/she shall, after consulting with the employee(s), conduct an investigation and prepare a written report, upon consultation with the Personnel Administrator. Exceptions as provided by code.

22.1.4 A copy of the report shall be provided to the employee involved, the complainant and the CSEA.

22.1.5 Any actions taken as a result of a complaint and investigation shall be in conformance with contract provisions governing such actions.

ARTICLE XXIII

CONCERTED ACTIVITIES

23.1 CONCERTED ACTIVITIES: It is agreed and understood that there will be no strike, work stoppage, or slowdown with the operations of the SCSS by the CSEA or its officers, agents, or members during the term of this Agreement. In the event of a strike, work stoppage, or slowdown with the operations of the SCSS by employees who are represented by the CSEA, the CSEA agrees to advise and direct those employees to cease such action. The SCSS agrees not to lockout members of the bargaining unit during the term of this Agreement.

ARTICLE XXIV

SAVINGS PROVISION

24.1 SAVINGS PROVISION: If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

24.2 RENEGOTIATION OF SEVERED PROVISION: In the event of suspension or invalidation of any Article or Section in this agreement, the parties agree to meet and negotiate within thirty (30) days after such purpose of arriving at a mutually satisfactory replacement for such Article or Section. Any renewal provision shall be subject to negotiations with CSEA for a period not to exceed ten (10) working days, excluding impasse procedures, following the commencement of negotiations. During this period the parties agree to at least two (2) exchanges each covering the issues subject to negotiations.

ARTICLE XXV

SUPPORT OF AGREEMENT

25.1 SUPPORT OF AGREEMENT: It is agreed that the CSEA and the SCSS will support this Agreement for its term.

ARTICLE XXVI

TRAINING

26.1 TRAINING: Voluntary Cardiopulmonary Resuscitation classes or re-certification training shall be provided annually at no cost to the employee. This training is voluntary except for those employees working in classifications in which the employee is required to have a current CPR certificate as a condition of employment.

26.1.1 With prior approval, Department budgets may be utilized to pay for unit member training.

26.2 TRAINING LEAVE: Employees may request up to three (3) days of paid release leave a year to participate in training workshops, conferences (e.g. CSEA paraprofessional conference) or classes in the following circumstances:

26.2.1 The subject matter of the training relates directly to the position currently occupied by the employee or a position they could apply for at SCOE; or

26.2.2 The subject matter of the training meets the requirement of a SCOE position; or

26.2.3 The subject matter of the training supports SCOE goals and objectives. An employee will be granted leave pursuant to this provision if approved by the employee's supervisor. Credit for any training attended pursuant to this provision is not eligible for the professional growth stipend as set forth in Article 27.

ARTICLE XXVII

PROFESSIONAL GROWTH

27.1 PURPOSE: The purpose of the professional growth plan is to encourage employees to become lifelong learners: informed and active citizens who are positive role models and who are knowledgeable, self-directed members of the workplace.

27.2 DEFINITON: Professional growth means pursuing units to attain a career goal or pursuing course work, workshops or seminars to improve job skills or to advance technological literacy. Training courses provided by SCOE during regular work hours do not qualify for professional growth.

27.3 ELIGIBILITY: Permanent employees shall be eligible to participate in the professional growth program. The employee must be working and not on leave of absence during the time professional growth activity is undertaken.

27.4 EFFECTIVE DATE: The professional growth program shall be effective upon the ratification of the 2015/16 agreement and shall apply to courses or training approved after that date.

27.5 PROFESSIONAL GROWTH STIPEND:

27.5.1 Applicable credits may be earned by successful completion of the following Professional Growth activities:

- Course taken at an accredited college or university with units certified by official transcripts. One (1) professional growth unit is earned upon completion of one (1) semester unit.
- Adult education courses, seminars or workshops, as designated and verified by hours of attendance. Fifteen (15) clock hours shall constitute one (1) semester unit. One (1) professional growth unit is earned upon completion of one (1) semester unit.

27.5.2 The Professional Growth Activity shall be approved, in advance, by completing the Request for Approval of Professional Growth form to the employee's immediate supervisor and submitted to Human Resources for approval.

27.5.3 A grade of C or better is required in order to receive credit for college courses. For other activities, a certificate of successful participation is required.

27.5.4 Completion of nine (9) professional growth units shall entitle the employee to one professional growth stipend of $500 per year.

27.5.5 For the nine (9) professional growth units completed and verified prior to September 1, the professional growth stipend(s) shall be paid to the employee(s) with the pay warrant issued the last workday of October.

27.5.6 Employees shall have the right to earn and receive o n e (1) professional growth stipend per year, and up to four (4) professional growth stipends total.

27.5.7 An employee may carry over excessive units of approved professional growth credit from the previous stipend period to the next stipend period.

27.6 QUALIFYING COURSE WORK: The following criteria apply to all courses, seminars or workshops.

27.6.1 The subject matter relates directly to the position currently occupied by the employee; or meets the requirement of a SCOE position; or supports SCOE goals and objectives.

27.6.2 Credit shall not be given for courses, seminars, or workshops attended on County Office work time or when SCOE pays any portion of the expenses.

27.6.3 For purposes of pursuing training, as opposed to professional growth, unit members should refer to Article XXVI.

27.7 BUDGET LIMITATIONS: There shall be a designated annual allocation of $5,000 to fund professional growth options. If the $5,000 cap is reached, the parties will meet and confer to review this budget allocation. A Child Family Services employee cannot receive both the Professional Growth Stipend and Salary Enhancement concurrently. They must elect whether to continue to receive this benefit or receive the salary enhancement pursuant to the Side Letter between SCOE and CSEA dated October 10, 2012, and amended January 30, 2015.

ARTICLE XXVIII

CHILD AND FAMILY SERVICES DIVISION EMPLOYMENT

28.1 REQUIRED BACKGROUND CHECKS: Pursuant to federal regulations, effective July 1, 2017, unit members beginning work in the Child and Family Services Division are required to submit to California Department of Justice Fingerprint checks, FBI Background checks, Child Abuse Central Index ("CACI") checks and Sex Offender list checks and maintain clearance with the aforementioned background checks every five (5) years thereafter.

Existing Child and Family Services Division unit members will be "rolled into" compliance in groups with the above-referenced background check beginning on July 1, 2017 and completed by September 1, 2021.

28.2 REQUIRED IMMUNIZATIONS: Pursuant to Senate Bill NO. 792, unit members working in or supporting this Division on or after July 1, 2017, must be immunized against pertussis and measles based on adult periodicity schedule and be vaccinated annually against influenza between August 1 and December 1 of each year unless one of the exceptions set forth in California Health & Safety Code section 1596.7995(b) is applicable.

28.3 EXPENSE REIMBURSEMENT: SCOE will reimburse currently employed unit members for the costs of completing the above-referenced background checks and immunizations pursuant to existing SCOE reimbursement policies.

ARTICLE XXIX

COMPLETION OF MEET AND NEGOTIATION

29.1 COMPLETION OF MEET AND NEGOTIATION: This completes negotiations for salaries and benefits for 2026-2027.

A. Reopeners:

2027-2028 reopeners:

Article XIV – Wages

Article XVI – Health and Welfare Benefits

Each party will be allowed two (2) additional articles

2028-2029 reopeners:

Article XIV – Wages

Article XVI – Health and Welfare Benefits

Each party will be allowed two (2) additional articles

29.2 DURATION: Three year contract July 1, 2026 to June 30, 2029.

29.3 SUCCESSOR AGREEMENT: The parties will meet to negotiate a successor collective bargaining agreement as agreed to in Article 29.1.

ARTICLE XXX

CHILD DEVELOPMENT PERMIT HOLDERS

30.1 SCOE and CSEA agree that bargaining unit members, in the Child Family Services Division who must possess Child Development Permits issued by the California Commission on Teacher Credentialing ("CD Permit Holders") are not subject to the following articles, sections and provisions of the CBA: Probationary Period, Seniority, Frequency of Evaluation (7.2) Evaluation Form, Termination and Layoff (Article XI), Disciplinary Action (Article XIII), and Extended Illness Leave (19.2). CD Permit Holders are subject to this Article for the Articles, sections and provisions from which they are excluded. All other articles of this collective bargaining agreement shall apply.

30.1.1. PROBATIONARY PERIOD: The probationary period for CD Permit Holders will follow the California Education Code (Section 44929.21) regarding attainment of permanent status. After having been employed by SCOE for two complete consecutive school years (at least 75% of the school year, Ed Code 44908) a CD Permit Holder reelected for the next succeeding school year shall, at the commencement of the succeeding school year, be classified as and become a permanent employee of the SCOE.

30.2. LAYOFF PROCEDURES: Layoff procedures for CD Permit Members shall be pursuant to Education Code section 8303.

30.2.1. The parties shall negotiate the effects of any decision to layoff members of the bargaining unit.

30.3. SENIORITY: Seniority shall be established as of the date upon which the employee first rendered paid service in a probationary position.

30.4. FREQUENCY OF EVALUATION: Permanent CD Permit Holders shall be subject to evaluation on a periodic basis, but not less than once every other year. Probationary CD Permit Holders shall be subject to evaluation on a periodic basis, but not less than once per year. Completion of these evaluations is not a prerequisite for releasing the employee during the probationary period.

30.5. EVALUATION FORM: The evaluation form for CD Permit Holders shall be Appendix L (attached).

30.6. DISCIPLINARY ACTION: CD Permit Holders shall be subject to Article XIII disciplinary procedures for disciplinary action up to a suspension without pay for 15 days. This does not limit the SCOE's ability to issue Notices of Unprofessional Conduct or Unsatisfactory Performance. CD Permit Holders shall be subject to suspension without pay beyond 15 days and/or dismissal pursuant to the causes and procedures set forth in the Education Code for CD Permit Holders.

30.7 EXTENDED ILLNESS LEAVE: When a CD Permit Holder has exhausted all accrued sick leave, and continues to be absent from his/her duties on account of illness or accident for a period of five (5) school months (100 days) or less, the amount deducted from the salary due him/her shall not exceed the amount which is actually paid a substitute employed to fill his/her position during the absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed. A CD Permit Holder shall not be provided with more than five (5) month extended sick leave per illness or accident. If a school year ends before the five (5) months or (100 days) have been exhausted, and the CD Permit Holder is still suffering from the same illness or injury, the CD Permit Holder shall be entitled to take the subsequent year's sick leave allotment followed by the balance of the five (5) month extended sick leave remaining from the prior year. If the CD Permit Holder becomes incapacitated due to a different illness or injury, the CD Permit Holder shall be entitled to another five (5) months (100 days) of extended illness leave.

30.8 EXHAUSTION OF ALL LEAVES: When a CD Permit Holder has exhausted all available sick leave, including regular accumulated sick leave and five (5) months (100 days) of extended sick leave, and the CD Permit Holder is not medically able to resume the duties of his/her position, the CD Permit Holder shall be placed on a re-employment list for a period of twenty-four (24) months if the CD Permit Holder is on probationary status or a period of thirty-nine (39) months if the CD Permit Holder is a permanent CD Permit Holder. This twenty-four (24) or thirty-nine (39) month period begins at the end of the five (5) months (100) days extended sick leave and/or catastrophic leave, if any, under Section 19.1.10. If the CD Permit Holder is medically able to return to work during the twenty-four (24) or thirty-nine (39) month period, the CD Permit Holder shall be returned to employment in a position for which he/she is credentialed and qualified. The CD Permit Holder does not have the right to return to a particular site or program; The CD Permit Holder will be assigned to employment which meets the needs of the County and the students.

30.8.1 A medical practitioner's verification may be required for any leave requested under this Article.

30.9 SAVINGS PROVISION: CD Permit Holders may be subject to different provisions of the Education Code than classified employees. Should CBA provisions applicable to unit members in CD Permit Holder positions exceed minimum Education Code entitlements, the CBA provisions shall be controlling.

ARTICLE XXXI

NEW TECHNOLOGY

31.1 SCOE shall provide CSEA at least forty-five (45) days notice and the opportunity to bargain the effects of any SCOE's adoption of new technology, that impact unit member working conditions.

30.1.1 As an example, should SCOE desire to implement Algorithmic Management, an algorithmic systems or AI used for decision-making that impacts employees, including scheduling, performance evaluation, discipline, or promotions, CSEA shall receive notice as described above.

31.2 Technology Training. If changes in technology significantly alter the essential tasks/skills of a job, SCOE shall provide a reasonable amount of training so the incumbent can obtain the requisite skill to continue to hold the position. This training shall be conducted at SCOE's expense.

APPENDIX A

BARGAINING UNITS

Operations/Support Services Unit – The unit shall include the following classifications:

Bus Driver
Bus Driver-Utility Worker
Custodian I
Custodian II
Delivery Driver
Facilities Lead - Outdoor Ed
Food Services Assistant
Grounds Worker
Head Custodian
Lead Custodian
Lead Grounds Worker
Nutrition Services Assistant
Postal Services Technician
Receiving/Warehouse Technician
Skilled Maintenance Worker I
Skilled Maintenance Worker II
Utility Worker

Official Technical/ Business Services Unit - The unit shall include the following classifications:

Accounting Analyst
Accounting Technician I
Accounting Technician II
Accounting Technician III
Accounting Technician IV
Accounts Payable Technician
Accounts Receivable Technician
Administrative Assistant
Administrative Data Technician
Applications Technician I
Computer Operator
Credential Analyst
Credentialing Events Specialist
Data Entry Assistant
Data Specialist - Graphics
Data Technician
Data Technician - Graphics
Database Engineer I
Digital and Social Media Technician
Digital Curriculum and Instructional Technology Staff Assistant
District Payroll Analyst
Division Assistant
Event Planning Specialist I
Event Planning Specialist II
Event Planning Technician
Facilities & Purchasing Specialist
Facilities Analyst
Facilities Support Technician
Financial Analyst
Graphic Design Specialist
Graphics Technician I
Graphics Technician II
Graphics Technician III/Pressroom
Help Desk Operator
Help Desk Technician
Human Resources Associate
Human Resources Recruitment Specialist III
Human Resources Technician
Itinerant Data Technician
Itinerant Data Entry Assistant
Leave Accounting Specialist II
Medi-Cal MAA/LEA Specialist
Network Engineer I
Network Systems Technician I
Network Systems Technician II
Payroll Analyst
PBIS Support Specialist
Program Support Secretary
Project Data and Information Analyst
Purchasing Technician
Receptionist
Safety Specialist
SEIS/CALPADS Analyst
SELPA Analyst
Senior Accounting Technician
Senior Administrative Assistant
Senior Benefits Specialist
Senior Buyer
Senior Credentials Analyst - CONF to CSEA
Senior Data Technician
Senior Financial Analyst

Senior MAA LEA Specialist
Senior Payroll Analyst
Senior Student Records Technician
SPED Administrative Coordinator
Student Events Analyst
Student Events Specialist
Student Records Technician
Student Support Advocate
Student Support Specialist
Support Specialist - Special Projects
Support Specialist - WILLIAMS/MTSS
Systems Engineer I
Transportation Specialist

Paraprofessional Unit - The unit shall include the following classifications:

Academic Support Specialist
Assessment Specialist
Audiometrist
Behavior Support Program Assistant
Behavior Support Program Assistant - CFS
Behavior Support Program Assistant - Specialized Services -JFK
Braille Transcriber
Campus Supervisor
Child Care Center Assistant
College/Career Specialist
Early Intervention Program Assistant
English Learner Tutor
Family Advocate - CFS
Family Eligibility Worker- CFS
Full-Year Itinerant Associate Teacher
Full-Year Licensed Vocational Nurse, CFS
Full-Year Preschool Associate Teacher
Full-Year Preschool Teacher
GED Proctor/Receptionist
GED Testing Technician
Guidance Technician
Health Clerk
Health Services Technician, CFS
Home Based Educator
Infant/Toddler Educator
Job Developer/Coach
Lead Military Academy Trainer
Licensed Vocational Nurse
Licensed Vocational Nurse, CFS
Military Academy Trainer
Naturalist
Para Educator (Non-Severe)
Para Educator (Severe)
Para Educator- Specialized Services - JFK
Preschool Associate Teacher
Preschool Teacher
Program Inclusion Assistant
Registered Nurse - Outdoor Education
Registered Nurse, CFS
Senior Behavior Support Program Assistant
Sign Language Interpreter/Tutor
Speech Language Pathologist Assistant
Student Dormitory Assistant
Tobacco Prevention Support Specialist
Vocational Food Service Instructional Assistant

Exclusions – the units shall exclude all certificated employees and the following classified positions as either management, supervisory, or confidential:

Afterschool Planning Coordinator
Applications Support Specialist
Assistant Director Outdoor Education
Assistant Superintendent
Behavior Analyst
Benefits Specialist II
Budget Analyst
Budget Analyst- CFS
Budget Analyst, Fiscal Services
Budget and Grants Analyst
Budget Specialist
Budget/Special Project Supervisor - CFS
Business and Technology Coordinator
Business Services Supervisor
Career and Technical Education Coordinator
Career Navigator
Center Supervisor, CFS
Chief of Staff
Child Care Planning Specialist
Child Care Services Manager
Child Care Services Supervisor
Child Care Specialist I
Child Care Specialist I, Early Head Start
Child Care Specialist II
Communications Coordinator: Community Partnerships
Communications Specialist
Community Outreach Specialist - CFS
Custodial Services Manager
Data and Information Analyst
Data and Information Analyst, CFS
Deputy Superintendent, Business Services
Director I
Director I, Business Services
Director I, Career and Technical Education
Director I, Communications
Director I, COVID Response-Special Projects
Director I, Cradle to Career Initiative
Director I, Maintenance, Grounds and Transportation
Director II, Business Services
Director II, Communications
Director II, Facilities, Construction and Operations
Director II, Human Resources
Director II, Human Resources Financial Services
Director II, MAA LEA
Director II, Operations
Director II, Payroll and Retirement Compliance (PARC)
Director II, SELPA Fiscal
Director of CFS Fiscal Services
Division Director, TLR
Early Childhood Education Navigator
Executive Assistant (Confidential)
Executive Assistant to the Deputy Superintendent
Executive Assistant to the Superintendent
Executive Assistant/ Office Manager- CFS
Executive Assistant/Office Manager- HR
Executive Director, Child / Family Services
Facilities Projects Supervisor
Facilities Security Coordinator
Family and Community Services Supervisor, CFS
Family Eligibility Specialist - CFS
Fiscal Manager-ISS
Fiscal Oversight Analyst, External Business Services
Food Services Supervisor
Foster Youth Services Program Coordinator
Fund Development Specialist
Grant Development Specialist
Head Start Governance and Community Specialist
Health Services Manager
Home Based Supervisor
Human Resources Analyst
Human Resources Position Control Analyst
Human Resources Specialist I
Human Resources Specialist III
Information Systems Administrator / Web Developer
Information Systems Analyst
Internal Payroll Analyst
Mental Health Clinician
Mental Health Clinician, Ed Options
Mental Health Consultant
Naturalist Coordinator
Network Engineer II

Nutrition Services Supervisor- CFS
Occupational Therapist
Office Supervisor - CFS
Operations, Construction & Security Manager
Payroll and Retirement Compliance Specialist
Position Control Analyst
Preventions Program Manager
Professional Development Coordinator College & Career
Professional Development Manager
Program Coordinator, Educational Technology
Program Coordinator, ISS
Program Manager of Student Events
Program Manager of College /Career Planning
Program Manager- Wellness
Program Manager-Financial Systems
Program Manager-TLR Systems
Programmer Analyst
Programs Manager - ISS
Programs Supervisor - ISS
Project Analyst
Project Analyst - CFS
Project Coordinator, MTSS
Project Coordinator, MTSS/Mental Health
Resources & Training Manager, CFS
Safety Coordinator
SARB Specialist
SELPA Executive Director
Senior Director, External Business Services
Senior Director, Facilities
Senior Director, Internal Business Services
Senior Financial Services Manager, CFS
Senior Health Services Manager
Senior Student Program Data Analyst
Senior Substitute Services Specialist
SMAA Accounting Analyst
SMAA-LEA Analyst
Software Systems Analyst
Stanislaus Cradle to Career Partnership Director
Substitute Services Specialist
Substitute Services Specialist II
Supervisor, Planning and Information Management
Systems Engineer II
Tobacco Use Prevention Education Coordinator
User Support Manager- TLR Technology Services
Web Developer
Youth Program Coordinator Mental Health Student Supports
Youth Programs Coordinator
Youth Programs Coordinator- Mental Health

APPENDIX B

LONGEVITY PAY PLAN – CSEA (effective 7/1/22)

CSEA CLASSIFIED

30.2.1 Upon completion of five (5) years of service, $1,500 per year.

30.2.2 Upon completion of ten (10) years of service, $2,000 per year.

30.2.3 Upon completion of fifteen (15) years of service, $2,500 per year.

30.2.4 Upon completion of twenty (20) years of service, $3,000 per year.

30.2.5 Upon completion of twenty-five (25) years of service, $3,500 per year.

30.2.6 Upon completion of thirty (30) years of service, $4,000 per year.

LONGEVITY PAY PLAN – CFS (effective 7/1/2022)

CFS CLASSIFIED

A. Upon completion of five (5) years of service, $1,500 per year.

B. Upon completion of ten (10) years of service, $2,000 per year.

C. Upon completion of fifteen (15) years of service, $2,500 per year.

D. Upon completion of twenty (20) years of service, $3,000 per year.

E. Upon completion of twenty-five (25) years of service, $3,500 per year.

F. Upon completion of thirty (30) years of service, $4,000 per year.

These amounts shall be paid in such a manner as to positively affect the Retirement Plan of the employee. The amounts shown are not cumulative. Payment shall commence as provided in Article 14.7.

APPENDIX C

SCHEDULE FOR ACCUMULATION OF VACATION

Employees shall earn the amount of vacation listed per year if the employee was in a paid status for more than one-half (1/2) of the working days in every month. For employees who are in a paid status for less than one-half (1/2) of the working days in a month, the vacation earned for that month shall be calculated at the hour rate listed below for every hour in a paid status, excluding overtime.

12 - MONTH EMPLOYEES

Beginning Fiscal Year of Employment:

	Year	Month	Hour
First	10	0.83	.03846
Third	15	1.25	.05769
Thirteenth	20	1.66	.07692

11 – MONTH EMPLOYEES

First	9.13	0.83	.03846
Third	13.75	1.25	.05769
Thirteenth	18.25	1.66	.07692

SCHOOL TERM
10 – MONTH EMPLOYEES

First	8.30	0.83	.03846
Third	12.50	1.25	.05769
Thirteenth	16.66	1.66	.07692

APPENDIX D

STANISLAUS COUNTY OFFICE OF EDUCATION CSEA
CLASSIFIED HOURLY SALARY SCHEDULE EFFECTIVE
JULY 1, 2026 (+3%)

RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1		17.89	18.67	19.76	20.60	21.39
2		18.13	19.22	20.03	20.91	21.95
3		19.18	20.09	21.15	22.05	22.94
4	Food Service Assistant	19.98	20.91	22.01	23.08	24.12
5	Health Clerk Itinerant Para Educator, Non-Severe Para Educator, Non-Severe Receptionist Student Dormatory Assistant Vocational Food Service Instructional Assistant	20.78	21.95	22.94	24.12	25.31
6	Child Care Center Assistant Graphics Technician I	21.65	22.78	23.99	25.08	26.45
7	Early Intervention Program Assistant Food Services Assistant - OES GED Proctor/Receptionist Graphics Technician II Para Educator-Severe Program Inclusion Assistant	22.40	23.84	24.95	26.25	27.44
8	Accounting Technician I Behavior Support Program Assistant Braille Transcriber Custodian I English Learner Tutor GED Testing Technician	23.35	24.59	25.93	27.22	28.65
9	Administrative Assistant Custodian II Food Services Lead Assistant - OES Guidance Technician Utility Worker	24.12	25.55	26.97	28.49	29.77
10	Delivery Driver Digital and Social Media Technician Landscape Technician Postal Services Technician Printing Services Specialist Purchasing Technician Receiving/Warehouse Technician Senior Administrative Assistant Student Records Technician Student Support Advocate	24.95	26.45	27.91	29.41	30.85
11	Bus Driver Event Planning Specialist II Lead Custodian	25.82	27.41	28.95	30.56	32.04

STANISLAUS COUNTY OFFICE OF EDUCATION
CSEA CLASSIFIED HOURLY SALARY SCHEDULE
EFFECTIVE JULY 1, 2026 (+3%)

RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
11	Lead Landscape Technician	25.82	27.41	28.95	30.56	32.04
12	Accounts Payable Technician Accounts Receivable Technician Accounting Technician III Audiometrist* Bus Driver/Utility Worker Facilities Support Technician Head Custodian Maintenance & Facilities Specialist Senior Student Records Technician Transportation Specialist	26.69	28.19	29.85	31.54	33.22
13	Accounting Technician IV Arts Coordinator Credentialing Events Specialist Graphics Design Specialist Human Resources Associate Human Resources Specialist I Human Resources Technician Licensed Vocational Nurse** Para Educator-Specialized Services- JFK Senior Behavior Support Program Assistant Substitute Services Technician	28.49	30.10	31.69	33.42	35.08
14	Behavior Support Program Assistant-Specialized Services- JFK Data Specialist, Graphics Facilities and Purchasing Specialist Leave Accounting Specialist I Military Academy Trainer Senior Accounting Technician SPED Administrative Coordinator	30.10	31.70	33.50	35.30	37.12
15	Cradle to Career Partnership Specialist Digital Communications Specialist Help Desk Technician Human Resources Recruitment Specialist II Maintenance Technician Safety Specialist Student Events Specialist	31.69	33.62	35.41	37.20	39.11
16	College/Career Specialist Financial Analyst Leave Accounting Specialist II Naturalist Network Systems Technician I	33.42	35.30	37.18	39.11	40.98

APPENDIX D
(cont.)

STANISLAUS COUNTY OFFICE OF EDUCATION
CSEA CLASSIFIED HOURLY SALARY SCHEDULE
EFFECTIVE JULY 1, 2026 (+3%)

RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
16.5	Human Resources Recruitment Specialist III	34.26	35.95	37.76	39.74	41.66
17	District Payroll Analyst PBIS Support Specialist Maintenance Technician, Carpenter Maintenance Technician, Electician Maintenance Technician, HVAC Maintenance Technician, Plumbing Payroll and Retirement Compliance Analyst Project Data and Information Analyst Student Support Specialist Support Specialist Support Specialist- WILLIAMS-MTSS	35.08	37.12	39.11	40.98	42.97
17.5	Credentials Analyst	36.82	38.74	40.69	42.75	44.78
18	Assistant to the Executive Director, SELPA Division Assistant Facilities Lead Outdoor Education Lead Maintenance Technician Network Systems Technician II SEIS-CALPADS Analyst SELPA Analyst Senior Buyer Senior Financial Analyst Senior Substitute Staffing Specialist Sign Language Interpreter/Tutor Student Events Analyst	36.73	38.80	40.87	42.86	44.94
19		38.55	40.65	42.70	44.84	46.94
20	Accounting Analyst Database Engineer I Network Engineer I Programmer Analyst Associate Speech Language Pathologist Assistant** Senior MAA/LEA Specialist Senior Medi-Cal Billing Specialist Systems Engineer I	40.20	42.25	44.49	46.63	48.90
21		41.21	43.26	45.42	47.69	50.08
22		42.24	44.34	46.56	48.89	51.34
22.5	Payroll and Retirement Compliance Oversight Analyst Senior Credentials Analyst	42.75	44.95	47.20	49.65	51.99
23	Facilities Analyst	43.82	46.01	48.31	50.72	53.25

**Requires Permit, Certification or License/STRS Creditable; **Requires Permit, Certification or License/PERS Creditable*

SS #1

Approved: 5/15/2026

APPENDIX E

STANISLAUS COUNTY OFFICE OF EDUCATION
CSEA CLASSIFIED SALARY RANGES
EFFECTIVE JULY 1, 2026 (+3%)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	17.89	18.67	19.76	20.60	21.39
2	18.13	19.22	20.03	20.91	21.95
3	19.18	20.09	21.15	22.05	22.94
4	19.98	20.91	22.01	23.08	24.12
5	20.78	21.95	22.94	24.12	25.31
6	21.65	22.78	23.99	25.08	26.45
7	22.40	23.84	24.95	26.25	27.44
8	23.35	24.59	25.93	27.22	28.65
9	24.12	25.55	26.97	28.49	29.77
10	24.95	26.45	27.91	29.41	30.85
11	25.82	27.41	28.95	30.56	32.04
12	26.69	28.19	29.85	31.54	33.22
13	28.49	30.10	31.69	33.42	35.08
14	30.10	31.70	33.50	35.30	37.12
15	31.69	33.62	35.41	37.20	39.11
16	33.42	35.30	37.18	39.11	40.98
16.5	34.26	35.95	37.76	39.74	41.66
17	35.08	37.12	39.11	40.98	42.97
17.5	36.82	38.74	40.69	42.75	44.78
18	36.73	38.80	40.87	42.86	44.94
19	38.55	40.65	42.70	44.84	46.94
20	40.20	42.25	44.49	46.63	48.90
21	41.21	43.26	45.42	47.69	50.08
22	42.24	44.34	46.56	48.89	51.34
22.5	42.75	44.95	47.20	49.65	51.99
23	43.82	46.01	48.31	50.72	53.25

Revised 5/15/26

APPENDIX F

STANISLAUS COUNTY OFFICE OF EDUCATION CFS CSEA CLASSIFIED HOURLY SALARY SCHEDULE EFFECTIVE JULY 1, 2026 (+0.9%)

RANGE	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1		17.53	18.29	19.35	20.18	20.96
2		17.76	18.83	19.63	20.48	21.50
3		18.79	19.68	20.71	21.60	22.47
4		19.57	20.48	21.56	22.61	23.63
5	Nutrition Services Assistant Receptionist, CFS	20.35	21.50	22.47	23.63	24.79
6		21.21	22.32	23.50	24.57	25.91
7	Data Entry Assistant, CFS Family Advocate, CFS Full Year Itinerant Associate Teacher[1] Full Year Preschool Associate Teacher[1] Full Year Support Associate Teacher[1] Health Services Technician, CFS Infant/Toddler Educator[1] Preschool Associate Teacher[1]	21.95	23.36	24.44	25.72	26.88
8	Behavior Support Program Assistant, CFS[2]	22.87	24.08	25.40	26.67	28.07
9	Administrative Assistant	23.63	25.03	26.42	27.91	29.16
10	Data Technician Digital and Social Media Technician, CFS	24.44	25.91	27.34	28.81	30.22
11	Event Planning Specialist II, CFS	25.30	26.85	28.36	29.94	31.39
12	Accounting Technician III, CFS Full Year Preschool Teacher[1] Home Based Educator[1] Preschool Teacher[1]	26.14	27.62	29.24	30.90	32.54
13	Full Year Licensed Vocational Nurse, CFS[2] Itinerant Arts Instructor, CFS Licensed Vocational Nurse, CFS[2]	27.91	29.48	31.05	32.74	34.37
14	Senior Data Technician	29.48	31.06	32.81	34.58	36.36
15		31.05	32.93	34.69	36.45	38.31
16		32.74	34.58	36.42	38.31	40.15
17		34.37	36.36	38.31	40.15	42.10
18		35.98	38.01	40.04	41.98	44.02
19		37.77	39.83	41.83	43.92	45.98
20	Accounting Analyst, CFS Registered Nurse, CFS[2]	39.38	41.39	43.58	45.68	47.91

[1] Requires Permit, Certification or License/STRS Creditable

[2] Requires Permit, Certification or License/PERS Creditable

SS #11

Approved: 5/15/2026

APPENDIX G

STANISLAUS COUNTY OFFICE OF EDUCATION
CFS CLASSIFIED SALARY RANGES
EFFECTIVE JULY 1, 2026 (+0.9%)

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	17.53	18.29	19.35	20.18	20.96
2	17.76	18.83	19.63	20.48	21.50
3	18.79	19.68	20.71	21.60	22.47
4	19.57	20.48	21.56	22.61	23.63
5	20.35	21.50	22.47	23.63	24.79
6	21.21	22.32	23.50	24.57	25.91
7	21.95	23.36	24.44	25.72	26.88
8	22.87	24.08	25.40	26.67	28.07
9	23.63	25.03	26.42	27.91	29.16
10	24.44	25.91	27.34	28.81	30.22
11	25.30	26.85	28.36	29.94	31.39
12	26.14	27.62	29.24	30.90	32.54
13	27.91	29.48	31.05	32.74	34.37
14	29.48	31.06	32.81	34.58	36.36
15	31.05	32.93	34.69	36.45	38.31
16	32.74	34.58	36.42	38.31	40.15
17	34.37	36.36	38.31	40.15	42.10
18	35.98	38.01	40.04	41.98	44.02
19	37.77	39.83	41.83	43.92	45.98
20	39.38	41.39	43.58	45.68	47.91
21	40.37	42.38	44.50	46.72	49.06
22	41.38	43.44	45.61	47.90	50.29
23	42.92	45.07	47.32	49.68	52.17

Revised 5/15/26

APPENDIX H

CSEA DUES SCHEDULE

2023-2026

SCOE shall deduct union dues in the amount specified by CSEA.

Chapter dues of $36.00 per fiscal year shall be divided by Twelve (12) and then deducted from the payroll warrants of employees Monthly September through August.

CSEA RESERVES THE RIGHT TO AMEND APPENDIX H AT ANY TIME

APPENDIX I

AUTHORIZATION TO
REVIEW AN EMPLOYEE'S PERSONNEL FILE

An employee may authorize a paid representative of a certified employee organization to which they hold membership, any CSEA representative, or his/her attorney to review his/her personnel file.

An employee has the right to view his/her own personnel file privately, without a representative or an attorney present. An employee may be present when a representative or an attorney who is authorized by the employee to view his/her personnel file actually views the personnel file.

An employee must understand that by authorizing a representative or an attorney to view his/her personnel file, they shall hold Stanislaus County Superintendent of Schools Office harmless should any information in the personnel file be used in an unauthorized manner.

AUTHORIZATION FORM

I hereby authorize_____,
(name)
a **paid** representative of CSEA, an organization to which I hold membership, to view my personnel file.

I hereby authorize_____,
(name)
a representative of CSEA, an organization to which I hold membership, to view my personnel file.

I hereby authorize_____,
(name)
my attorney, to view my personnel file.

I have read the statements above and by signing this form, hold the Stanislaus County Superintendent of Schools and the Superintendent's staff harmless should any information contained in my personnel file be used in an unauthorized manner by my representative(s).

Signed: _____

Date: _____

APPENDIX J

DUTY DAYS

Work Year for positions less than 247 duty days.

Accounting Analyst	225*
Arts Coordinator	185
Audiometrist	170
BSPA, Spec. Services	185
Behavior Support Program Assistant	181, 189
Braille Transcriber	181
Bus Driver	171
Bus Driver/Utility Worker	215
Early Intervention Program Asst.	181
English Language Tutor	181
Food Services Assistant	184
Food Services Assistant, OES	195
GED Proctor/Receptionist	182
GED Testing Technician	182
Health Services Technician	180,199
Itinerant Arts Instructor	185
Itinerant Para Educator (NS)	181, 184
Licensed Vocational Nurse	180, 181, 199
Military Academy Trainer	181
Naturalist	165
Nutrition Services Assistant	100
Para Educator (NS)	150, 181, 184
Para Educator (SH)	181
Para Educator (SS)	185
Preschool Associate Teacher	180
Preschool Teacher	181
Program Inclusion Assistant	181
PBIS Support Specialist	216
Registered Nurse	180, 199
Senior Administrative Assistant	225*
Senior Behavior Support Program Assistant	185, 200
Sign Language Interpreter/Tutor	181
Student Dormitory Assistant	145
Student Support Advocate	199

Speech & Language Pathologist Asst.	184
Student Events Analyst	225
Student Support Specialist	216
Vocational Food Services Inst Assistant	181

*Positions are also 247 duty days.

Revised 6.22.2026

APPENDIX K

WORKDAY / HOLIDAY / MONTH CHART

CLASSIFIED EMPLOYEES

WORKDAYS	HOLIDAYS	MONTHS
226-247	14	12
215-225	14	11
197-214	13	11
180-196	11	10
162-179	10	9
144-161	9	8
126-143	8	7
108-125	7	6
90-107	6	5
72-89	5	4
54-71	4	3
36-53	3	2
18-35	2	1



Stanislaus County Office of Education

Scott Kuykendall, Superintendent

1100 H Street • Modesto, CA 95354 • (209) 238-1700 • FAX (209) 238-4201

APPENDIX L

CHILD DEVELOPMENT PERMIT HOLDER PERFORMANCE EVALUATION FORM

USE INK OR TYPEWRITER FOR FINAL MARKING

Employee ID Number: _____

Employee Name _____ Location OR School _____

Classification Title _____ Employee Status: Prob Zero ☐ Prob One ☐ Prob Two ☐ Permanent ☐ If Unscheduled, Check Here: ☐ Date: _____

Please read instructions on the reverse side before completing this form. Immediate supervisor must check each factor in appropriate column and explain in section at right.

	FACTOR CHECK LIST	A EXCEEDS EXPECTATIONS	B MEETS EXPECTATIONS	C NEEDS IMPROVEMENT
1	Observance of work hours			
2	Daily Attendance			
3	Grooming and Dress			
4	Compliance with Rules			
5	Safety & Supervision Practices			
6	Public Contacts & Engagement			
7	Child Contacts & Guidance			
8	Relations with Other Employees			
9	Knowledge of Work			
10	Work Judgments			
11	Planning and Organizing			
12	Job Skill Level			
13	Quality of Work			
14	Volume of Acceptable Work			
15	Meeting Deadlines			
16	Accepting Responsibility			
17	Accepting Direction			
18	Accepting Change			
19	Effectiveness Under Stress			
20	Appearance of Work Station			
21	Operation and Care of Equipment			
22	Work Coordination			
23	Initiative			
25	Professional Development			

Comments regarding areas in which the employee Exceeds / Meets Expectations.

Comments regarding areas of "NEEDS IMPROVEMENT" performance.

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Comment:

Employee's Signature _____

Date _____

EVALUATOR: I certify this report represents my best judgment

Evaluator's Name _____

Evaluator's Signature _____

Evaluator's Title _____

Date _____

SUMMARY EVALUATION - Check overall performance:

☐ Exceeds Expectations
☐ Meets Expectations
☐ Needs Improvement

Reviewer's Signature: _____

Management Title: _____ Date _____

Cabinet Level Supervisor _____ Date _____

Members of the classified bargaining unit may not be evaluated by another classified bargaining unit member.

SIDE LETTER OF AGREEMENT
between
STANISLAUS COUNTY OFFICE OF EDUCATION
and
CSEA

Re: EARLY INTERVENTION PROGRAM STAFFING

The parties recognize that in 1997 the funding does not support two six-hour instructional aides in the Early Intervention Program. The Stanislaus County Office of Education and CSEA agree to use attrition to eliminate the two extra hours of aide time. Those instructional aides serving in the two six-hour EI positions as of March 19, 1997 may continue to serve for six hours a day; however, as soon as the first incumbent employee leaves the position, the parties agree that one of the two instructional aide positions shall be reduced from a six-hour per day position to a four-hour per day position, and the employer shall have the right to post the second position at four hours per day. CSEA agree to the reduction of hours and position of this Special Education Aide position in consideration for the employer's agreement to use attrition by not reducing the hours until one of the current incumbents leave.

Dated: 8-20-97
STANISLAUS COUNTY OFFICE OF EDUCATION

BY: s/ Martin Petersen
SUPERINTENDENT OF SCHOOLS

Dated: 8-20-97
CSEA

BY: s/ Judy E. Eitelgeorge
PRESIDENT, STANISLAUS COUNTY CHAPTER #668

MEMORANDUM OF UNDERSTANDING
BETWEEN STANISLAUS COUNTY OFFICE OF EDUCATION
AND CSEA CHAPTER 668

Re: Filling Vacancies in Head Start and Early Head Start

In compliance with Federal mandates, the Employer and CSEA agree that current and fonner Early Head Start and Head Start parents must receive preference for employment vacancies in the Head Start Program for which they are qualified.

13/05
Date

SEA

1/23/05
Date

TANISLAUS COUNTY SUPERINTENDENT
F SCHOOLS

San_Jose:5204654.1016279.1002

MEMORANDUM OF UNDERSTANDING BETWEEN STANISLAUS COUNTY OFFICE OF EDUCATION "SCOE" AND CSEA CHAPTER # 668 "CSEA" REGARDING SELF INSURED SCHOOLS OF CALIFORNIA "SISC" JOINT POWER AGREEMENT "JPA" August 12, 2009

WHEREAS, CSEA has voluntarily decided to leave the CalPERS Health Program and enroll its members in the Self Insured Schools of California Health Program.

WHEREAS, CSEA understands that enrolling in the SISC Health Program requires SCOE to enter into a JPA with SISC on behalf of CSEA.

WHEREAS, CSEA and SCOE understand that "run out costs" may be assessed by SISC to SCOE upon CSEA's voluntary decision to leave the SISC Health Program.

WHEREAS, CSEA and SCOE believe that it is in the best interests of all parties concerned to enter into an agreement that memorializes who will be responsible to pay the "run out costs" in the event that CSEA leaves the SISC Health Program.

THEREFOR, BE IT RESOLVED, that SCOE and CSEA agree to the following:

1. CSEA may initiate withdrawal from the SISC program by providing SCOE a written "Intent to Withdraw" on or before June 15th for an effective withdrawal date of October 1st of the succeeding plan year.

2. SCOE agrees to pay the entire amount of "run out costs" assessed by the SISC JPA in the event that CSEA leaves the SISC Health Program.

3. SCOE agrees that it will not assess any of the costs associated with CSEA's decision to leave the SISC health program as a consideration in any future financial related negotiations.

4. The parties' decision to enter into this Agreement results from both parties' interest to avoid any misunderstanding as to which party is required to pay "run out costs" associated with CSEA's decision to leave the SISC health program, and shall not establish, or serve as evidence, of any precedent or past practice or constitute a waiver by CSEA or SCOE of any rights expressed by either party. To this end, CSEA and SCOE expressly retain the right to determine to enter into such an agreement in the future.

5. This agreement will remain in place for the duration of CSEA's enrollment in the SISC health program.

For CSEA Heather Fahey Date 8/13/09

For SCOE Tom Changnon Date 8-14-09

MEMORANDUM of UNDERSTANDING
CSEA Chapter #668 and Stanislaus County Office of Education
December 9, 2009

American Recovery and Reinvestment Act of 2009 (AARA)
Head Start Funding Increase

President Obama and Congress increased funding in the AARA of 2009 to provide a cost of living increase for federally funded Head Start workers. The increased funding provides 1.84% in one time salary funding for fiscal year 2009/2010 and 3.06% ongoing funding for cost of living salary increases for all Head Start workers also beginning in 2009/10. Child Family Services " C/FS" is the federally funded division that provides Head Start services at the Stanislaus County Office of Education. In order to provide this increase to CSEA bargaining unit members in the C/FS and to provide parity in salary compensation in the future for all CSEA bargaining unit members, CSEA and SCOE agree to the following:

1. Eligible CSEA bargaining unit members will receive an Employee Economy Stimulation Stipend Payment " EESSP" of 1.84% for the 2009-10 fiscal year. To comply with federal reporting requirements, this stipend will be calculated at 3.68% based on Cycle 1 normal wages for the first six months of the fiscal year - July 1, 2009 through December 31, 2009. The one-time payment will be issued on April 30, 2010.

2. To be eligible for the ESSP, the bargaining unit member shall be employed in C/FS on 12/31/09. Employees hired after 12/31/09 in C/FS will not be eligible for this stipend; employees who leave C/FS prior to 12/31/09 will not be eligible for this stipend. Employees who worked for a portion of the year prior to 12/31/09 and are eligible for this stipend will have their EESSP pro rated for the time worked.

3. Eligible CSEA bargaining unit members in C/FS on the date the Memorandum of Understanding (MOU) is ratified will receive the 3.06% salary increase retroactive to July 1, 2009; the increase will be applied to all earned wages. This COLA increase will be paid on

February 28, 2010 for the regular salary and retroactive to July 1, 2009. For extra time and overtime worked prior to February 15, 2010, current C/FS bargaining unit members will receive a Cycle 2 payment on March 10, 2010.

4. A new C/FS salary schedule will be created showing a 3.06% salary increase in addition to the current salary for all steps and ranges, the new salary schedule will reflect the ongoing 3.06% salary increase only.

5. For the purposes ofthis Memorandum, all sections of the cunent collective bargaining agreement remain status quo, the increase in salary to C/FS bargaining unit members will not be considered for the purposes oftransfers, promotions, demotions, interclassification transfers, seniority, bumping rights, and layoff procedures.

6. A new C/FS salary schedule will be created showing all C/FS classifications and their ranges. Classification titles not specific to Child/Family Services will have a C/FS designation added to the title. The job titles and salary schedule will be attached to this MOU. Postings for vacant or new positions in C/FS will have the C/FS designation on the posting next to the title.

7. In future years, any negotiated percentage based on state funding will be applied to the salary schedules of all bargaining unit members outside of C/FS, and any negotiated percentage based on federal funding will be applied to the salary schedules for C/FS bargaining unit members only. When and if the salaries on both schedules become identical, one salary schedule will be negotiated and applied to all bargaining unit members.

8. CSEA and SCOE agree to meet to resolve issues that arise as a result of this agreement during the term of the Memorandum of Understanding.

9. This MOU is not precedent setting, the parties agree to not use this agreement as evidence of past practice or precedent in any future negotiation or settlement.

10. This MOU will remain in effect until salary parity is achieved for all bargaining unit members as a result of agreement in salary negotiations, consistent with paragraph 7 above.

For: CSEA

12/9/09

For: SCOE

Tom Chaugnon

12-9-09

TENTATIVE AGREEMENT

Memorandum of Understanding
CSEA Chapter #668 and Stanislaus County Office of Education
May 4, 2010

President Obama signed Public Law 111-117, the Consolidated Appropriations Act, 2010, which contains an increase of approximately $122 million for programs under the Head Start Act for Fiscal Year (FY) 2010, excluding those funds appropriated to Head Start under the ARRA. The $122 million funding increase will be used to make **the 1.84 percent cost-of-living adjustment (COLA) increase provided to grantees in FY 2009 with ARRA funds part of the permanent base funding for FY 2010 Head Start and Early Head Start grant.**

In order to provide this increase to CSEA bargaining unit members in the Child/Family Services (C/FS) Division, CSEA and SCOE agree to the following:

I. Effective July 1, 2010, C/FS CSEA bargaining unit members will receive the 1.84% salary increase. The existing CSEA C/FS salaty schedule will be revised reflecting the ongoing 1.84% salary increase.

As stipulated in the MOU dated 12-9-09 between CSEA and SCOE, the following continues to apply:

2. For the purposes of this Memorandum, all sections of the cmTent collective bargaining agreement remain status quo, the increase in salary to C/FS bargaining unit members will not be considered for the purposes of transfers, promotion, demotions, interclassification transfers, seniority, bumping rights, and layoff procedures.

3. In future years, any negotiated percentage based on state funding will be applied to the salary schedules of all bargaining unit members outside of C/FS, and any negotiated percentage based on federal funding will be applied to the salary schedules for C/FS bargaining unit members only. When and if the salaries on both schedules become identical, one sala1y schedule will be negotiated and applied to all bargaining unit members.

4. CSEA and SCOE agree to meet to resolve issues that arise as a result of this agreement during the term of the Memorandum of Understanding.

5. The MOU is not precedent setting, the parties agree to not use this agreement as evidence of past practice or precedent in any future negotiation or settlement.

6. This MOU will remain in effect until salary parity is achieved for all bargaining unti members as a result of agreement in salary negotiations, consistent with paragraph 3 above.

For: CSEA

Heather Fahey

Date: 5/4/10

For: SCOE

Lou Chaugnon

Date: 5-12-10

MEMORANDUM OF UNDERSTANDING

BETWEEN

STANISLAUS COUNTY OFFICE OF EDUCATION

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

OFF SALARY SCHEDULE PAYMENT

FOR 2012-2013

A. Following ratification of the tentative agreement, each unit member, except bargaining unit members in Child/Family Services, shall receive an eight hundred dollar ($800) cash bonus if they were employed effective February 29, 2012.

B. In addition, if Governor Brown's tax proposal on the November 6, 2012 ballot passes, unit members except bargaining unit members in Child/Family Services, shall receive an additional eight hundred dollars ($800) cash bonus if they were employed effective February 29, 2012.

For CSEA:

Signed: Debbie Wiley Date: 5-18-12

For SCOE:

Signed: Tom Changnon Date: 5.23.12

SIDE LETTER OF AGREEMENT
Between
Stanislaus County Superintendent of Schools
and
California School Employees Association (CSEA) and its Chapter #668
November 3, 2026

RE: CHILD DEVELOPMENT PERMIT STIPEND FOR PARAPROFESSIONALS ASSIGNED TO INCLUSION PRESCHOOL CLASSROOMS IN CHILD & FAMILY SERVICES PROGRAM

Stanislaus County Office of Education (SCOE) operates inclusive preschool classrooms through collaborative partnerships between Child & Family Services and Special Education programs serving children enrolled in the California State Preschool Program (CSPP), Head Start, and Special Education.

The 2026-27 California State Preschool Program Contract Terms and Conditions establish staffing qualifications and ratio requirements for CSPP classrooms, including a minimum 1:8 adult-child ratio and a 1:24 teacher-child ratio. The Contract Terms and Conditions further recognize Child Development Permits issued by the California Commission on Teacher Credentialing as qualifications that support staffing and supervision requirements within CSPP classrooms and distinguish between staff who possess qualifying Child Development Permits and classroom assistants, paraprofessionals, teacher aides, volunteers, and other individuals who do not possess such permits (refer to ATTACHMENT A).

The parties recognize that some paraprofessionals assigned to inclusive preschool classrooms may voluntarily obtain and maintain a Child Development Permit, issued by the California Commission on Teacher Credentialing. These permits require additional education, training, professional preparation, and ongoing maintenance beyond the minimum qualifications required for the paraprofessional classification.

Therefore, to recognize and encourage professional growth, support employee development, and enhance the capacity of inclusive preschool programs, the parties agree to establish the stipend described in this Agreement for eligible paraprofessionals who are assigned to specific classrooms and voluntarily obtain and maintain a qualifying Child Development Permit.

Eligibility

Effective upon ratification of this agreement, a paraprofessional shall be eligible to receive the stipend described herein when all of the following conditions are met:

1. The employee is employed by Stanislaus County Office of Education in a paraprofessional classification represented by CSEA Chapter 668.

2. The employee is assigned to and actively working in an inclusion preschool classroom operated through a collaborative model between the Child & Family Services and Special Education Divisions, which are currently located at:
    - Oakdale Community Preschool
    - Margaret L. Annear Head Start
3. Eligibility for the stipend is contingent upon continued assignment to, and active service in, a classroom operating under this collaborative model. If the employee is transferred, either voluntarily or involuntarily, to a classroom or assignment that does not operate under this collaborative model, the stipend shall be discontinued effective the date of the transfer without proration
4. The employee possesses and maintains a valid permit issued by the California Commission on Teacher Credentialing, including:
    - Child Development Assistant Teacher Permit with Independent Care Emphasis Authorization (limited to calendar 2 years from date of issue)
    - Child Development Associate Teacher Permit;
    - Child Development Teacher Permit;
    - Child Development Master Teacher Permit;
    - Child Development Site Supervisor Permit; or
    - Child Development Program Director Permit.
5. The employee provides paraprofessional services in the qualifying classroom during any portion of the month for which the stipend is paid of which the stipend shall not be prorated.

Stipend

- Eligible employees shall receive one of the following stipends:
    - Fifty Dollars ($50.00) per month for holders of Child Development Assistant Teacher Permit with Independent Care Emphasis Authorization
    - One Hundred Dollars ($100.00) per month for holders of Child Development Associate Teacher Permit or higher level permit
- The stipend shall be paid at the conclusion of each month on end of month payroll in which the employee satisfies the eligibility requirements established in this Agreement.
- The stipend shall not be considered part of the employee's regular salary schedule and shall not be used in calculating overtime, longevity, step placement, salary placement, or any other compensation-related benefit except as required by law.
- The stipend is contingent upon the availability of funding to the Child Family Services Division. If the funding is eliminated, exhausted, or discontinued, the stipend shall be discontinued accordingly.

Financial Assistance

Subject to available funding and administrative approval, SCOE may provide assistance on a case-by-case basis for expenses associated with obtaining or maintaining a qualifying Child Development Permit, including:

- Early childhood education coursework;
- Permit application fees;
- Permit renewal fees;
- Fingerprinting costs; and
- Other expenses directly related to obtaining or maintaining an eligible permit.

No Change in Classification, Assignment, or Bargaining Unit Status

The parties expressly acknowledge and agree that obtaining a Child Development Permit and receiving the stipend established under this Agreement shall not:

1. Change an employee's classified status;
2. Change an employee's bargaining unit placement;
3. Confer certificated status;
4. Place an employee within a certificated bargaining unit;
5. Create a new job classification;
6. Modify the essential duties of the employee's current classification;
7. Require an employee to perform duties outside the scope of their existing classification; or
8. Constitute an agreement that a paraprofessional shall serve as the teacher of record in any classroom.

Employees receiving the stipend shall continue to perform duties assigned within their existing classification and under the supervision structure established by applicable laws, regulations, Board policies, administrative regulations, job descriptions, and collective bargaining agreements.

Nothing in this Agreement shall be interpreted as authorizing SCOE to count a paraprofessional receiving the stipend as certificated staff or as a substitute for any position, credential, permit holder, or staffing requirement otherwise required by law, Title 22 Child Care Licensing regulations, Title 5 CSPP Regulations, CSPP Contract Terms and Conditions, or any other applicable program requirements.

Voluntary Participation

- Participation in this program is voluntary.
- No employee shall be required to obtain a Child Development Permit as a condition of employment or continued employment in a paraprofessional classification unless otherwise required through a separately negotiated agreement.
- Employees who choose not to pursue or maintain a Child Development Permit shall not be subject to adverse employment action solely because they do not obtain or maintain such permit.

Regulatory Compliance

Nothing in this Agreement shall be interpreted to supersede, replace, or modify any requirement contained in:

- California Education Code;
- California State Preschool Program requirements;
- California State Preschool Program Contract Terms and Conditions;
- Title 5 of the California Code of Regulations;
- Title 22 of the California Code of Regulations;
- California Commission on Teacher Credentialing requirements;
- Community Care Licensing requirements; or
- Any applicable federal, state, or local law.

Term

This Agreement shall become effective upon execution by both parties and shall remain in effect unless modified, extended, or terminated in writing by mutual agreement of the parties.

Entire Agreement

This Side Letter constitutes the entire agreement between the parties regarding the Child Development Permit stipend for specified paraprofessionals described herein and supersedes any prior discussions relating to this topic.

In reaching this agreement, which becomes effective as of the agreed upon dates below, the undersigned parties agree that eligible employees will receive the stipend described herein in accordance with the provisions of this Agreement.

Dated: 11/3/2026	**Dated:** _____
SCOE	**CSEA**
By: _____	By: _____
Scott Kuykendall	**Debra Ladwig**
Stanislaus County Superintendent of Schools	CSEA Labor Relations Representative
	By: Terri Stone
	Terri Stone
	President, CSEA Chapter #668

ATTACHMENT A

Title 22 Licensing Regulations Re: Staff Qualifications and Ratio Requirements

22 CCR §101216.3 (Teacher-Child Ratio).
Section **101216.3(c)** specifically states that:
"Child development programs funded by the California Department of Education and operating under Title 5 of the California Code of Regulations are not required to meet the teacher-child ratios specified in 101216.3 (a) and (b). Title 5 staffing ratios shall apply in such centers."

Title 5 CSPP Staff Qualifications and Ratio Requirements

California State Preschool Program (CSPP) 2026-27 Contract Terms & Conditions

Topic	Requirement	Authority
Associate Teacher or higher-level Permit Holders	**Associate Teacher** or higher-level Permit holders meet the minimum CSPP teacher qualification and may be counted as a qualified teacher for CSPP staffing purposes.	CT&C Teacher Qualifications and Staffing Ratios
Assistant Teacher Permit Holders (with an Independent Care Emphasis Authorization)	An individual holding an **Assistant Teacher Permit** (with an Independent Care Emphasis Authorization) may temporarily supervise children independently for up to **120 minutes per day** while the teacher leaves the classroom for breaks, classroom support, or escorting children.	CT&C Staffing Ratios, Section XXV
Paraprofessionals, Teacher Aides, Volunteers, and Assistants Without Permits	Must remain under the direct visual supervision of a Child Development Associate Teacher, Teacher, Master Teacher, Site Supervisor, or Program Director Permit holder. Paraprofessionals without permits are service providers. They assist children to access the routine & curriculum but do not provide licensed care and supervision.	CT&C Staffing Ratios, Section XXV

Side Letter of Agreement
between
Stanislaus County Superintendent of Schools
and
CSEA Chapter 668
November 3, 2026

RE: SALARY ENHANCEMENT FOR CHILD & FAMILY SERVICES CLASSROOM STAFF

Due to continued participation in the Stanislaus Quality Rating and Improvement System (QRIS), now referred to as Quality Counts California (QCC), the Stanislaus County Office of Education (SCOE) and the California School Employees Association, Chapter 668 (CSEA), agree to the salary enhancements listed below. These enhancements, consistent with past practice, are funded through QRIS allocations and matching funds provided by the SCOE Child & Family Services Division (CFS).

Participation in QRIS includes involvement in activities that support a site's Tier rating, such as classroom observations, assessments, and coaching, as available. Current and future funding is contingent upon SCOE's continued participation in QRIS and the availability of matching funds. Funding levels may vary each year based on allocations from the California Department of Education (CDE), CFS (CDE & CDSS), and each site's Tier rating.

QRIS requirements specify that staff incentives must be tied to completion of qualifying activities aligned with the QRIS Matrix. In addition, QRIS funds may only be used for staff working in CSPP (Preschool) classrooms.

To promote equity between preschool and infant/toddler staff, CFS will use program funds to provide comparable salary enhancements for staff in CCTR (Infant/Toddler) classrooms. CFS will also use program funds, when available, to supplement QRIS funding in years when QRIS allocations fall below $10,000 per Tier 5 site award.

Because QRIS currently rates only CSPP classrooms, CFS will implement a comparable rating process to determine the appropriate star rating for participating CCTR classrooms.

Salary Enhancements
Beginning with the 2025-2026 school year and continuing thereafter, CFS will provide *salary enhancements** to each *eligible*** classroom staff member who meets the following criteria:

- The employee must have been employed in an eligible position during the previous June at a CFS site that achieved a Tier 4 or 5 rating through QRIS (for CSPP) or CFS (for CCTR).

  Eligible positions include:
  - Infant/Toddler Staff (Infant Toddler Educator and Full Year Support Associate Teacher)
  - Preschool staff (Preschool Teacher, Full Year Preschool Teacher, Preschool Associate Teacher, and Full Year Preschool Associate Teacher)
  - Itinerant Staff serving QRIS sites (Full Year Itinerant Associate Teacher)

- And the employee must complete both of the following QRIS Matrix-aligned activities by November 15th of the current year.
  - Core I: Child Development and School Readiness, Developmental and Health Screenings: Implement the Teaching Pyramid Strategies to fidelity,

- Preschool Fidelity: "Yes" on at minimum of 88% (10/12) of items on the Teaching Pyramid Classroom Snapshot or 70% on the Teaching Pyramid Observation Tool
- Infant Toddler Fidelity: "No" on at minimum 10 of 11 items on the TIPITOS Red Flags

- Core II: Teachers and Teaching: Minimum Qualifications for Lead Teacher (and all teaching staff): Meet with a Professional Growth Advisor in the fall of each year to maintain or upgrade the Child Development Permit held.

**_Salary Enhancements_ means: 1/9th of the site's QRIS funding received based on the tier award. In the event the site with the largest number of eligible preschool staff is below 9, the funding will be divided by that number.
Eligible staff means: staff who meet **both activity criteria listed above (Core I, Core II)

Eligible staff will receive the identified salary enhancement prior to June 30th of each program year.

Dated: 11/3/2026

STANISLAUS COUNTY OFFICE
OF EDUCATION

BY: _____
Scott Kuykendall
Stanislaus County Superintendent of Schools

Dated: _____

CSEA

BY: _____
Debra Ladwig
Labor Relations Representative, CSEA

AND

BY: Terri Stone
Terri Stone
President, Chapter #668, CSEA

Supplemental Information for QRIS Salary Enhancement, CFS

For 2025-2026 program year funding used for 2026-2027 salary enhancements, tier awards are anticipated to be as follows: Tier 4 sites $4,500 and Tier 5 sites $6,500. Ratings from 2024-2025 are listed below.

Sites	Awarded Tier
Almond Terrace	5
CF Brown	5
Chrysler	5
Del Puerto	5
ML Annear	5
Muncy EHS	5
Muncy RHS	5
Oakdale CDC	5
Oakdale HS	5
Riverbank	5
Sylvan	5